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COPY

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

Regular Meeting -- Wednesday, October 8, 2014

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 8, 2014

TABLE OF CONTENTS

Page

Communications From City Officers 88980

Reports Of Committees 89027

Committee on Finance 89027

Committee on the Budget and Government Operations 92142

Committee on Committees, Rules and Ethics 92160

Committee on Economic, Capital and Technology Development 92168

Committee on Housing and Real Estate 92175

Committee on License and Consumer Protection 92365

Committee on Pedestrian and Traffic Safety 92382

Committee on Public Safety 92422

Committee on Transportation and Public Way 92425

Committee on Workforce Development and Audit 93148

Committee on Zoning, Landmarks and Building Standards 93150

Agreed Calendar 93304

New Business Presented By Aldermen 93373

Traffic Regulations, Traffic Signs, Etc. 93373

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL

Regular Meeting -- Wednesday, October 8, 2014

Page

Zoning Ordinance Amendments 93402

Claims 93405

Unclassified Matters 93406

Free Permits, License Fee Exemptions, Etc. 93474

Approval Of The Journal 93475

Unfinished Business 93475

Miscellaneous Business 93476

Legislative Index . . . . Appendix A

Attendance At Meeting.

Present -- The Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- None.

Call To Order.

On Wednesday, October 8, 2014 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 Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, 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.

Edward Douglas, retired World War II Navy officer, led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Very Reverend Victor Poliarny, Secretary of the Vicariate of Kyivan Patriarchate in the United States and Canada, opened the meeting with a prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- GRATITUDE EXTENDED TO POLICE OFFICERS JAVIER ALONSO, JOEL A. BENTLEY, LAWRENCE W. KERR, LADONNA F. SIMMONS AND MICHAEL M. WROBEL FOR APPREHENSION OF DANGEROUS FELON.

[R2014-775]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Police Department.

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, On the night of June 6, 2014, Chicago police officers in the Department's Gang Enforcement Division were investigating reports of an armed man in the vicinity of Wallace Avenue and 93rd Street on the City's South Side; and

WHEREAS, Officers Javier Alonso (Star Number 18523), Joel A. Bentley (Star Number 13297), Lawrence W. Kerr (Star Number 4871), Ladonna F. Simmons (Star Number 13466) and Michael M. Wrobel (Star Number 11688) saw the suspect enter a vehicle and they began to approach him; and

WHEREAS, The suspect, suddenly and without warning, opened fire on the officers with a semi-automatic handgun, striking Officer Alonso in the leg and Officer Wrobel in the chest. Fortunately, Officer Wrobel was wearing a bulletproof vest; and

WHEREAS, Officers Bentley, Kerr and Simmons immediately returned fire in order to protect their fellow officers and neutralize the danger at hand; and

WHEREAS, Although Officer Wrobel was knocked to the ground, suffering a cracked rib from the gunshot, he quickly recovered and returned to his police vehicle. Officer Wrobel drove through the line of fire to rescue Officer Alonso, who was unable to stand due to his leg injury; and

WHEREAS, Officer Wrobel evacuated Officer Alonso from the scene by placing him in the rear seat of his vehicle and transporting him to a nearby hospital; and

WHEREAS, Officers Bentley, Kerr and Simmons incapacitated the shooter and took him into police custody. As a result of these officers' actions, the assailant, who was on parole for previous violent crimes, including a shooting in the south suburbs in 2005, was arrested and charged with five counts of attempted murder in the first degree, and is currently awaiting trial; and

WHEREAS, Officers Alonso, Bentley, Kerr, Simmons and Wrobel acted quickly, courageously and professionally to defend themselves from a violent and unprovoked attack. Thanks to their exemplary efforts, a dangerous felon has been taken off the streets of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this eighth day of October 2014, do hereby honor Chicago Police Officers Javier Alonso, Joel A. Bentley, Lawrence W. Kerr, Ladonna F. Simmons and Michael M. Wrobel for their devotion to duty, and for their resolute display of bravery in the face of danger; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the Chicago Police Department, and placed on permanent record in their personnel files, as a token of our gratitude and esteem.

On motion of Alderman Burke, seconded by Aldermen Fioretti, Dowell, Balcer, O'Shea, Cochran and Austin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, expressed appreciation to Police Officers Javier Alonso, Joel A. Bentley, Lawrence W. Kerr. Ladonna F. Simmons and Michael M. Wrobel for their heroic actions in subduing a violent offender. Lauding the officers for their professionalism and courage during a highly volatile and life-threatening incident, Mayor Emanuel observed that each day the men and women of the Chicago Police Department place their lives in jeopardy for the safety of others. This selfless dedication to duty and unwavering commitment to public service is evidenced not only in the actions of these officers, the Mayor continued, but reflected in the reduction in homicide and crime rates across the city. Decrying the scourge of guns and violence that impacts every community, Mayor Emanuel reaffirmed the necessity to stop the influx of guns entering our city, to strengthen gun control laws to protect our citizenry and to provide protective vests to our police officers to help ensure their safety. Mayor Emanuel then invited Police Officers Police Officers Javier Alonso, Joel A. Bentley, Lawrence W. Kerr. Ladonna F. Simmons and Michael M. Wrobel to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- COMMEMORATION OF 143RD ANNIVERSARY OF GREAT CHICAGO FIRE OF 1871 AND CALL FOR OBSERVANCE OF FIRE PREVENTION WEEK ON OCTOBER 5 -- 11, 2014.

[R2014-776]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderman Burke, a resolution regarding Fire Prevention Week.

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, Wednesday, October 8, 2014, officially marks the 143rd anniversary of the tragedy of the Great Chicago Fire of 1871; and

WHEREAS, The Chicago City Council has been informed of this milestone by Mayor Rahm Emanuel and Alderman Edward M. Burke; and

WHEREAS, The Great Chicago Fire began in the barn of Patrick and Catherine O'Leary located near their home at 137 DeKoven Street, the site of what is now the Chicago Fire Academy; and

WHEREAS, While the blaze spared the O'Leary house, it spread out of control and burned a swath approximately three and one-third miles in size through Chicago; and

WHEREAS, The *Chicago Evening Journal* spun the yarn that the Great Chicago Fire was sparked when Mrs. O'Leary's cow kicked over a lantern while Mrs. O'Leary was milking the animal; and

WHEREAS, Despite testimony given by the O'Learys at an official inquiry that they were asleep at the time the blaze began, the popular myth remained a central part of local legend; and

WHEREAS, On October 8, 1997, the Chicago City Council finally set the record straight when it absolved Mrs. O'Leary and her cow "from all blame in regard to the Great Chicago Fire of 1871"; and

WHEREAS, This somber anniversary reminds all Chicagoans of the immense human loss that resulted from the Great Chicago Fire and the continued need to practice strict safety precautions; and

WHEREAS, Fire Prevention Week was established in 1922 to commemorate the Great Chicago Fire and has championed fire prevention with a series of themes over the years; and

WHEREAS, The 2014 slogan for Fire Prevention Week has been designated as "Working Smoke Alarms Save Lives -- Test Yours Every Month!"; and

WHEREAS, The City of Chicago first mandated smoke detectors for all residences in 1984 and further strengthened the law to include carbon monoxide detectors in 1993; and

WHEREAS, Fire Prevention Week began this year on October 5th and will end on October 11th; now, therefore, *Be It Resolved,* That we, the Mayor and the members of the Chicago City Council, assembled this eighth day of October 2014, do hereby recognize the 143rd anniversary of the Great Chicago Fire and do hereby urge all Chicagoans to be vigilant in their observance of Fire Prevention Week; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nancy Knight Connolly, the great-great-granddaughter of the O'Learys, and members of the Connolly family.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and observed that as we commemorate the 143rd anniversary of the Great Chicago Fire of 1871 we are reminded of the resilience, sense of rebirth and collective spirit that emerged as the defining character of the people of Chicago. Referred to by author Carl Sandburg as the "City of the Big Shoulders", Chicago rose from the ashes of that historic tragedy with a renewed sense of energy and commitment, the Mayor observed, that helped forge the great city we are today. Mayor Emanuel then invited members of the O'Leary family: Nancy Knight Connolly, the great-great granddaughter of Patrick and Catherine O'Leary, her husband, Michael and their children, Kevin, Megan and Mari to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF TINA TRAVLOS NIHLEAN AS MEMBER OF BROADWAY COMMERCIAL DISTRICT COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2014-100]

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 8, 2014.

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

LADIES AND GENTLEMEN -- I have reappointed Tina Travlos Nihlean as a member of Special Service Area Number 26, the Broadway Commercial District Commission, for a term effective immediately and expiring May 26, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF HEATHER J. HILL AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2014-101]

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 8, 2014.

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

LADIES AND GENTLEMEN -- I have reappointed Heather J. Hill as a member of Special Service Area Number 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF CAROL L. ADAMS, ANITA BLANCHARD, ANTONIA J. CONTRO, NORA DALEY, JAY L. FRANKE, THEASTER GATES, JR., MARJORIE S. HALPERIN, RA O. JOY, DIANA L. MARTINEZ, MIKE REED, REBECCAH A. SANDER, ROELL A. SCHMIDT, MICHAEL P. THORNTON AND ANGEL M. YSAGUIRRE AS MEMBERS OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2014-96]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I have reappointed as members of the Cultural Affairs and Special Events Advisory Council for terms effective immediately and expiring October 5, 2015: Carol L. Adams, Anita Blanchard, Antonia J. Contro, Nora Daley, Jay L. Franke, Theaster Gates, Jr., Marjorie S. Halperin, Ra O. Joy, Diana L. Martinez, Mike Reed, Rebeccah A. Sander, Roell A. Schmidt, Michael P. Thornton, and Angel M. Ysaguirre.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF HOMER H. BRYANT, KEVIN COVAL, JEANNE K. GANG, SANDRA P. GUTHMAN, MARY ITTELSON, EILEEN LACARIO, SHIRLEY R. MADIGAN, SHEILA O'GRADY, JANE M. SAKS, HOWARD A. TULLMAN, ERNEST C. WONG AND BARAKA DE SOLEIL AS MEMBERS OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2014-95]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I have reappointed as members of the Cultural Affairs and Special Events Advisory Council for terms effective immediately and expiring October 5, 2016: Homer H. Bryant, Kevin Coval, Jeanne K. Gang, Sandra P. Guthman, Mary Ittelson, Eileen LaCario, Shirley R. Madigan, Sheila O'Grady, Jane M. Saks, Howard A. Tullman, Ernest C. Wong, and Baraka de Soleil.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF CAROLINA G. JAYARAM AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2014-97]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I have appointed Carolina G. Jayaram as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Deborah Rutter, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF MARIA PINTO AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2014-99]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I have appointed Maria Pinto as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Cari B. Sacks, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF CHAY YEW AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2014-98]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I have appointed Chay Yew as a member of the Cultural Affairs and Special Events Advisory Council for a term effective immediately and expiring October 5, 2016, to succeed Juan A. Chavez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 2-14-155 OF MUNICIPAL CODE REGARDING DEFENSES TO BUILDING CODE VIOLATIONS AS RELATED TO SMOKE AND CARBON MONOXIDE DETECTORS.

[O2014-8373]

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 8, 2014.

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 Burke, Balcer, and Solis, an ordinance amending the Municipal Code regarding smoke detector and carbon monoxide detector violations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 2-120 AND 2-160 OF MUNICIPAL CODE REGARDING SEXUAL ASSAULT VICTIMS' BILL OF RIGHTS.

[O2014-8630]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Chairman of the Commission on Human Relations, I transmit herewith, together with Aldermen Burke and Thomas, an ordinance amending Chapters 2-160 and 2-120 of the Municipal Code regarding a sexual assault victims' Bill of Rights.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTER 2-160 OF MUNICIPAL CODE BY MODIFYING SECTIONS 2-160-010, 2-160-020, 2-160-120 AND ADDING NEW SECTION 2-160-054 REGARDING CITY POLICY AGAINST EMPLOYMENT DISCRIMINATION.

[O2014-8347]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Chairman of the Commission on Human Relations and the Commissioner of Family and Support Services, I transmit herewith, together with Aldermen Mitts, Burnett, Graham, Ervin, Brookins, Austin, Suarez, Harris and Moore, an ordinance amending Chapter 2-160 of the Municipal Code regarding employment discrimination.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 3-12-050 OF MUNICIPAL CODE BY MODIFYING PROVISIONS FOR SENIOR SEWER CHARGE EXEMPTION.

[O2014-8362]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith, together with Aldermen Quinn, Austin, Burke, Suarez, Solis, Brookins, Cochran, O'Shea, Harris, Burnett, Mitts, Cullerton, Patrick O'Connor, Mary O'Connor, Zalewski, Reboyras, Silverstein and Osterman, an ordinance amending Chapter 3-12 of the Municipal Code regarding the senior sewer charge exemption.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 9-104 AND 9-112 OF MUNICIPAL CODE ESTABLISHING TAXI DRIVER FAIRNESS ORDINANCE OF 2014.

[O2014-8352]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on License and Consumer Protection and the members of the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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, together with Aldermen Beale, Thompson, Mitts, Silverstein, Laurino, Moore, Mary O'Connor, Suarez, Burnett, Pawar, Harris, Moreno, Austin, Patrick O'Connor, Osterman, Cappleman, Burns, Holmes, and Reboyras, an ordinance amending Chapter 9-104 and associated provisions of the Municipal Code regarding taxicabs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTER 17-12 OF MUNICIPAL CODE BY MODIFYING SECTION 17-12-1005-D AND ADDING NEW SECTION 17-12-1104 TO ESTABLISH CHICAGO RIVER CORRIDOR SPECIAL SIGN DISTRICT.

[O2014-8402]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith, together with Alderman Reilly, an ordinance amending the Zoning Code regarding a special sign district.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- DECLARATION OF INTENT TO ISSUE MULTI-FAMILY HOUSING REVENUE BONDS AND ASSOCIATED TAX CREDITS FOR WHP VILLAGE LLC.

[O2014-8425]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing bond inducement language for an issuance of multi-family revenue bonds and associated tax credits for WHP Village LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION AND IMPROVEMENTS TO STEELWORKERS PARK.

[O2014-8102]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District for development of Steelworkers Park.

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 PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS TO STOCKYARDS BANK BUILDING.

[O2014-8103]

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 8, 2014.

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 the Stockyards Bank building.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH COMMUNITY BUILDERS, INC. AND QUAD COMMUNITIES ARTS RECREATION AND HEALTH CENTER LLC FOR DEVELOPMENT OF RECREATION CENTER AT 3520 S. COTTAGE GROVE AVE.

[O2014-8651]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Community Builders, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO RELATED TO CONSTRUCTION OF PARKING FACILITY AND ANCILLARY IMPROVEMENTS FOR LINDBLOOM MATH AND SCIENCE ACADEMY.

[O2014-8638]

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 8, 2014.

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 Lindbloom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- LOAN AGREEMENT AND PAY FOR SUCCESS CONTRACT WITH IFF PAY FOR SUCCESS I LLC FOR IMPLEMENTATION OF HIGH QUALITY PRE-KINDER PROGRAMS FOR AT-RISK CHILDREN.

[O2014-8677]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith, together with Aldermen Thomas, Moreno, Ervin, Balcer, Suarez, and Mitts, an ordinance authorizing an issuance of social impact bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTY AT 1514 -- 1520 W. DIVISION ST.

[O2014-8305]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class L tax status for property located at 1514 -- 1520 West Division Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR LONDON GUARANTEE AND ACCIDENT BUILDING AT 360 N. MICHIGAN AVE.

[O2014-8324]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class L tax status for property located at 360 North Michigan Avenue.

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 SPECIAL SERVICE AREA NOS. 5, 8, 17, 18, 23, 27, 32, 35, 43, 47, 48, 50, 51, 52, 56, 60, 61 AND 62.

[O2014-8029, O2014-8030, O2014-8031, O2014-8032,
O2014-8033, O2014-8034, O2014-8037, O2014-8042,
O2014-8046, O2014-8047, O2014-8048, O2014-8049,
O2014-8050, O2014-8051, O2014-8052, O2014-8053,
O2014-8054, O2014-8055]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and

Development, I transmit herewith ordinances authorizing a scope of services, budget and management agreement for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2014 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2014-8642]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- U.S. SENATORS DICK DURBIN AND MARK KIRK URGED TO SUPPORT POSTAL REFORM LEGISLATION AND CALL ON COMMITTEE ON BUDGET AND GOVERNMENT OPERATIONS TO CONDUCT HEARING ON U.S. POSTAL REFORM.

[R2014-714]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 8, 2014.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Austin, Dowell, Harris, Graham, Thompson, and Burnett, a resolution concerning the U.S. Postal Service.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES.

[O2014-8067, O2014-8083, O2014-8084]

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 8, 2014.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- PERMIT EXTENSION AGREEMENT WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CITY'S ACCESS TO PROPERTY AT W. 31ST ST. AND S. SACRAMENTO AVE.

[O2014-8091]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a permit agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- FIRST AMENDED AND RESTATED CSX NEIGHBORHOOD IMPROVEMENT PROGRAM AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC. REGARDING ADMINISTRATION OF NEIGHBORHOOD IMPROVEMENT PROGRAM SERVICES.

[O2014-8104]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending the terms of the CSX-NIP program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- CONVEYANCE OF CITY-OWNED PROPERTY AND ASSOCIATED EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR EXPANSION OF EUGENE FIELD PARK.

[O2014-8120]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a conveyance of property and associated expenditure of open space impact fee funds for Eugene Field Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ACQUISITION OF PROPERTY AT 3800 AND 3804 S. DEARBORN ST. FOR BENEFIT OF 35TH/STATE REDEVELOPMENT PROJECT AREA.

[O2014-8113]

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 8, 2014.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of property located in the 3800 block of South Dearborn Street.

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 -- CLOSING CERTIFICATE FOR CITY OF CHICAGO GENERAL OBLIGATION REVOLVING LINE OF CREDIT.

[F2014-79]

A communication from Lois A. Scott, Chief Financial Officer, under the date of September 16, 2014, transmitting the Closing Certificate for City of Chicago General Obligation Revolving Line of Credit, together with certified copies of the Amended and Restated Credit Agreement and ordinance, which was *Placed on File.*

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER CONCERNING CITY OF CHICAGO SECOND LIEN WATER REVENUE BONDS PROJECT SERIES 2014.

[F2014-80]

A communication from Lois A. Scott, Chief Financial Officer, under the date of September 17, 2014, transmitting the Determination Certificate, pursuant to the Bond Ordinance, together with the Contract of Purchase, the Preliminary Official Statement, the Official Statement, the Assigned CUSIP Numbers and the Eighth Supplemental Indenture related to the issuance of City of Chicago Second Lien Revenue Bonds Project Series 2014, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER CONCERNING CITY OF CHICAGO SECOND LIEN WASTEWATER TRANSMISSION REVENUE BONDS PROJECT AND REFUNDING SERIES 2014.

[F2014-91]

A communication from Lois A. Scott, Chief Financial Officer, under the date of September 23, 2014, transmitting the Determination Certificate, pursuant to the Bond Ordinance, together with the Bond Purchase Agreement, the Series 2014 Trust Indenture, the Parity Bond Issuance Test and the Official Statement related to the issuance of City of Chicago Second Lien Wastewater Transmission Revenue Bonds Project and Refunding Series 2014, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S AUDIT AND PROGRAM REVIEW SECTION DRAFT 2015 ANNUAL PLAN.

[F2014-92]

A communication from the Office of the Inspector General, under the date of September 29, 2014, transmitting the Inspector General's Audit and Program Review Section Draft 2015 Annual Plan, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-82]

A communication from Nina Benedetto, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-83]

A communication from Leanne Garcia, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-84]

A communication from Anibal Ibarra, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-85]

A communication from Dan King, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-86]

A communication from Susan Salisbury, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-87]

A communication from Marsha Shaler, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-88]

A communication from Denice Traina, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-89]

A communication from Chuck Williams, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-90]

A communication from Barbara Wise, a private citizen, under the date of August 2014, transmitting a letter in support of reparations to victims and family members of torture by the Chicago Police Department, which was *Placed on File*.

Placed On File -- EXPRESSION OF SUPPORT FOR REPARATIONS TO VICTIMS AND FAMILY MEMBERS OF TORTURE BY CHICAGO POLICE DEPARTMENT.

[F2014-81]

A communication from members of the University of Texas Amnesty International USA, under the date of August 2014, transmitting signed letters in support of reparations to victims and family members of torture by the Chicago Police Department, 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 10, 2014, 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 8, 2014, 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 10, 2014, 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:

EZBM, Inc. (Application Number 18184T1) -- 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 5-I bounded by:

> West Belden Avenue; a line 59.00 feet north of West Belden Avenue; the alley east of North Campbell Avenue; and North Campbell Avenue (common address: 2301 and 2305 North Campbell Avenue).

[O2014-8023]

EZMB LLC, (Application Number 18181T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 5-I bounded by:

> West Fullerton Avenue; a line 178.25 feet west of North Campbell Avenue; the alley south of and parallel to West Fullerton Avenue; and a line 151.25 feet west of North Campbell Avenue (common address: 2505 West Fullerton Avenue).

[O2014-8020]

Dino Steve Gardiakos (Application Number 18174) -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 5-J bounded by:

> the alley next north of and parallel to West Armitage Avenue; a line 24.30 feet east of and parallel to North St. Louis Avenue; West Armitage Avenue; and North St. Louis Avenue (common address: 3434 West Armitage Avenue).

[O2014-8013]

David Hegwood/Owner (Application Number 18196T1) -- to classify as a C1-2 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 2-K bounded by:

> West Harrison Street; a line 475.65 feet east of and parallel to South Kilpatrick Avenue; the 16-foot east/west public alley just south of and parallel to West Harrison Street; and a line 425.65 feet east of and parallel to South Kilpatrick Avenue (common address: 4613 -- 4617 West Harrison Street).

[O2014-8043]

Hispanic Housing Development Corporation (Application Number 18193) -- to classify as Institutional Planned Development Number 599, as amended, instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

> North Mozart Street, between West Cortez Street and West Thomas Street; West Thomas Street, between North Mozart Street and North Francisco Avenue; North Francisco Avenue (north of West Thomas Street); a line 246.36 feet north of West Thomas Street,

running between West Thomas Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; a line 75.09 feet north of West Thomas Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; North Richmond Street, north of West Thomas Street; a line 439.25 feet north of West Thomas Street, between West Thomas Street and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; West Division Street; North Richmond Street; the first public alley south of West Division Street; and a line 125.00 feet west of North Richmond Street; the public alley between North Sacramento Boulevard and North Richmond Street; a line 50.05 feet north of West Thomas Street and between North Sacramento Boulevard and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; North Sacramento Boulevard, between a line 50.05 feet north of West Thomas Street and a line 113.14 feet south of West Cortez Street; a line 113.14 feet south of West Cortez Street, between North Sacramento Boulevard and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; a line 163.21 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Sacramento Boulevard; a line 200.36 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Francisco Avenue; a line 100.19 feet south of West Cortez Street, from North Francisco Avenue to the public alley that runs between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Richmond Street; a line 150.27 feet south of West Cortez Street, between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Mozart Street; and West Cortez Street, between North Mozart Street and the public alley that runs parallel to and between North Mozart Street and North Francisco Avenue (common address: 2933 -- 2939 West Division Street; 1102 -- 1142 North Richmond Street; 1101 -- 1107 North Richmond Street; 1100 -- 1122 North Francisco Avenue; 1045 -- 1057 North Sacramento Avenue; 1052 -- 1058 North Richmond Street; 1057 -- 1065 North Richmond Street; 1044 -- 1056 North Mozart Street; 1047 -- 1057 North Francisco Avenue; 1022 -- 1036 North Sacramento Avenue; 1022 -- 1036 North Richmond Street; 1011 -- 1031 North Richmond Street; 1028 -- 1036 North Francisco Avenue; 1023 -- 1037 North Francisco Avenue; 1103 North Sacramento Avenue; 1044 North Francisco Avenue; 1027 North Sacramento Avenue; 1035 North Richmond Street; and 2915 West Cortez Street).

[O2014-8039]

JSF Real Estate LLC-Westside-Adams West Series and Amphitheater LLC-Series Westside-Adams West (Application Number 18183) -- to classify as a C1-3 Neighborhood Commercial District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 2-H bounded by:

the alley next north of and parallel to West Adams Street; a line 126.81 feet east of and parallel to the east line of South Seeley Avenue; West Adams Street; and a line 84.06 feet east of and parallel to the east line of South Seeley Avenue (common address: 2014 -- 2016 West Adams Street).

[O2014-8022]

JSF Real Estate LLC-Westside-Adams West Series and Amphitheater LLC-Series Westside-Adams West (Application Number 18182) -- to classify as a C1-3 Neighborhood Commercial District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 2-H bounded by:

> the alley next north of and parallel to West Adams Street; a line 63.38 feet east of and parallel to the east line of South Seeley Avenue; West Adams Street; and South Seeley Avenue (common address: 2020 -- 2024 West Adams Street and 127 -- 139 South Seeley Avenue).

[O2014-8021]

Paul Kulisz (Application Number 18191) -- 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:

> the public alley next north of and parallel to West Huron Street; a line 147 feet east of and parallel to North Western Avenue; West Huron Street; and a line 123 feet east of and parallel to North Western Avenue (common address: 2344 West Huron Street).

[O2014-8036]

Koziel LLC (Application Number 18194T1) -- to classify as a C1-5 Neighborhood Commercial District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 6-E bounded by:

> a line 200.26 feet north of and parallel to East 26th Street; South Wabash Avenue; a line 100.13 feet north of and parallel to East 26th Street; and a line 180.68 feet west of and parallel to South Wabash Avenue (common address: 2540 South Wabash Avenue).

[O2014-8040]

L&V Brown Trust No. 001 (Application Number 18180) -- to classify as a C1-2 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 20-E bounded by:

> a line 99.8 feet north of and parallel to East 81st Street; South Dr. Martin Luther King, Jr. Drive; a line 69.8 feet north of and parallel to East 81st Street; and the alley next west of and parallel to South Dr. Martin Luther King, Jr. Drive (common address: 8050 South Dr. Martin Luther King, Jr. Drive).

[O2014-8019]

Legacy Charter School, in care of Errol Stone, Dentons US LLP (Application Number 18187) -- to classify as an RT4 Residential, Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-J bounded by:

South Spaulding Avenue; West Ogden Avenue; South Christiana Avenue; and the north line of the alley that is north of and parallel to West Ogden Avenue (common address: 3300 -- 3330 West Ogden Avenue).

[O2014-8026]

Michael Robert Enterprise, Inc. (Application Number 18177) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-I bounded by:

beginning at North Artesian Avenue; a line from a point 102.82 feet north of West Glenlake Avenue and the east right-of-way line of North Artesian Avenue to a point 103.32 feet north of West Glenlake Avenue and the west right-of-way line of the alley next east of and parallel to North Artesian Avenue; the alley next east of and parallel to North Artesian Avenue or the line thereof if extended where no street exists; and a line 159.39 feet south of and parallel to West Glenlake Avenue (ToB),

and further, to classify as a C2-3 Motor Vehicle-Related Commercial District instead of a C2-2 Motor Vehicle-Related Commercial District and further, to classify as a Business Planned Development instead of a C2-3 Motor Vehicle-Related Commercial District the area shown on Map Number 15-I bounded by:

beginning at North Artesian Avenue; a line from a point 102.82 feet north of West Glenlake Avenue and the east right-of-way line of North Artesian Avenue to a point 103.32 feet north of West Glenlake Avenue and the west right-of-way line of the alley next east of and parallel to North Artesian Avenue; West Glenlake Avenue; North Western Avenue; a line 426.02 feet south of and parallel to West Glenlake Avenue; the alley next west of and parallel to North Western Avenue; and a line 159.39 feet south of and parallel to West Glenlake Avenue (ToB) (common address: 6040 -- 6060 North Western Avenue and 6045 -- 6109 North Artesian Avenue).

[O2014-8016]

NRG Irving Park LLC (Application Number 18197) -- to classify as a B2-1.5 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District and an RS3 Residential Single-Unit (Detached House) District and further, to classify as a Residential-Business Planned Development instead of a B2-1.5 Neighborhood Mixed-Use District the area shown on Map Number 9-K bounded by:

West Irving Park Road; North Avondale Avenue; a 61.09 foot southwesterly line perpendicular to North Avondale Avenue (starting at a point 247.86 feet southeast of the south line of West Irving Park Road as measured along the southwest boundary line of North Avondale Avenue and ending at a point 189.31 feet east of the east boundary line of North Keeler Avenue and 201.33 feet south of the south line of West Irving Park Road); a line 189.31 feet east of and parallel to the east line of North Keeler Avenue; a line 202.16 feet south of the south line of West Irving Park Road; the public alley next east of and parallel to North Keeler Avenue; and a line 227.18 feet south of and parallel to West Irving Park Road; and North Keeler Avenue (common address: 4179 West Irving Park Road, 3937 -- 3955 North Keeler Avenue and 3968 -- 3988 North Avondale Avenue).

[O2014-8044]

Phoebe and Michael Nitekman (Application Number 18189) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Use District the area shown on Map Number 9-G bounded by:

> a line 141 feet east of and parallel to North Southport Avenue; the alley next north and parallel to West Henderson Street; a line 166 feet east of and parallel to North Southport Avenue; and West Henderson Street (common address: 1342 West Henderson Street).

[O2014-8028]

Public Building Commission (Application Number 18186) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of a C1-1 Neighborhood Commercial District and an M1-1 Limited Manufacturing/Business Park District and further, to classify as Institutional Planned Development Number ____ instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 26-A bounded by:

> beginning at a line 255.96 feet northwest of the intersection of South Indianapolis Avenue and East 104th Street, as measured along the southwest right-of-way line of South Indianapolis Avenue and perpendicular thereto; South Indianapolis Avenue; East 105th Street; a line 205 feet east of and parallel to South Avenue E; East 104th Street or the line thereof if extended; and the alley next southwest of and parallel to South Indianapolis Avenue (ToB) (common address: 10344 -- 10476 South Indianapolis Avenue, 3900 -- 3916 East 104th Street and 3920 -- 3966 East 105th Street).

[O2014-8025]

Wayne Schnell (Application Number 18175T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 12-J bounded by:

> a line 124.45 feet north of and parallel to West 53rd Street; South Kedzie Avenue; a line 99.45 feet north of and parallel to West 53rd Street; and the alley next west of and parallel to South Kedzie Avenue (common address: 5248 South Kedzie Avenue).

[O2014-8014]

Savoy R.E. Development LLC (Application Number 18185) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District and further, to classify as a Residential-Business Planned Development instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 5-I bounded by:

> a line 241 feet south of and parallel to West Fullerton Avenue; North California Avenue; the 16-foot public alley that begins at a point 384.62 feet south of West Fullerton Avenue along North California Avenue and runs northwesterly for a distance of 197.62 feet; and the north/south public alley west of and parallel to North California Avenue (common address: 2328 -- 2340 North California Avenue).

[O2014-8024]

Joseph Tomaska (Application Number 18179) -- to classify as an RM4.5 Multi-Unit District instead of an RS3 Single-Family Residence District the area shown on Map Number 1-H bounded by:

> the public alley next north of and parallel to West Erie Street; a line 200 feet east of and parallel to North Wood Street; West Erie Street; and a line 175 feet east of and parallel to North Wood Street (common address: 1740 West Erie Street).

[O2014-8018]

TRB Properties Three LLC (Application Number 18198) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-E bounded by:

> South Prairie Avenue, a line 711.12 feet south of and parallel to East 33rd Street, the alley next east of and parallel to South Prairie Street, a line 743.16 feet south of and parallel to East 33rd Street (common address: 3405 -- 3407 South Prairie Avenue).

[O2014-8045]

Trinity 95th & Cottage Grove Planned Community Development Series LLC (Application Number 18190) -- to classify as a C2-2 Neighborhood Commercial District instead of Business Planned Development Number 751 and an M1-2 Light Manufacturing/Business Park District and further, to classify as a Residential-Commercial-Institutional Planned Development instead of a C2-2 Neighborhood Commercial District the area shown on Map Number 24-D bounded by:

> East 95th Street; a line 727.76 feet east of the east line of South Cottage Grove Avenue and perpendicular to East 95th Street; a line 580.15 feet south of the south line of East 95th Street and parallel to East 95th Street; a line 1,050.76 feet east of the east line of South Cottage Grove Avenue and perpendicular to East 95th Street; East 95th Street; the north/south public alley just west of and parallel to South Dobson Avenue; East 97th Street; South Ingleside Avenue; the east/west public alley just north of East 98th Street; a line 369.17 feet east of the east line of South Cottage Grove Avenue and perpendicular to the east/west public alley just north of East 98th Street; a line 344.05 feet north of the north line of the east/west public alley just north of East 98th Street and parallel to the east/west public alley just north of East 98th Street extending to South Cottage Grove Avenue; South Cottage Grove Avenue; a line 853.37 feet south of the south line of East 95th Street and parallel to East 95th Street to a point 279.72 feet east of the east line of South Cottage Grove Avenue; a line extending southeasterly a distance of 69.14 feet (to the west line of the Norfolk Southern spur track); a line 294.72 feet east of the east line of South Cottage Grove Avenue and parallel to South Cottage Grove Avenue (being the west line of the Norfolk Southern spur track) a distance of 415.93 feet; a line 288 feet east of the east line of South Cottage Grove Avenue and perpendicular to East 95th Street; a line 417.23 feet south of the south line of East 95th Street (measured along the east line

of South Cottage Grove Avenue) and parallel to East 95th Street; and South Cottage Grove Avenue (common address: 9501 -- 9549 South Cottage Grove Avenue, 9633 -- 9645 South Cottage Grove Avenue, 901 -- 949 East 95th Street and 9659 South Ellis Avenue).

[O2014-8035]

Salina Vest (Application Number 18173T1) -- to classify as a B3-3 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-H bounded by:

West Grand Avenue; North Wood Street; West Ferdinand Street; and a line 96.00 feet west of North Wood Street as measured along the north line of West Ferdinand Street (common address: 1801 -- 1809 West Grand Avenue).

[O2014-8012]

VSOP Properties LLC (Application Number 18195) -- to classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 3-G bounded by:

a line 117.4 feet north of and parallel to West Chicago Avenue; a line 52.46 feet east of and parallel to North Ashland Avenue; West Chicago Avenue; and a line 8.46 feet east of and parallel to North Ashland Avenue (common address: 1552 West Chicago Avenue).

[O2014-8041]

Dawn C. Wolf (Application Number 18192) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 9-L bounded by:

a line 172.57 feet north of and parallel to West Cornelia Avenue; a line 158 feet west of and parallel to North Cicero Avenue; West Cornelia Avenue; and a line 189 feet west of and parallel to North Cicero Avenue (common address: 4816 West Cornelia Avenue).

[O2014-8038]

2808 -- 2814 North Avenue LLC (Application Number 18176) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 5-I bounded by:

the alley next north of and parallel to West North Avenue; a line 64 feet west of and parallel to North California Avenue; West North Avenue; and a line 164 feet west of and parallel to North California Avenue (common address: 2808 -- 2814 West North Avenue).

[O2014-8015]

3851 North Southport LLC (Application Number 18188) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 9-G bounded by:

> North Southport Avenue; a line 72.35 feet south of and parallel to West Byron Street; the alley next east of and parallel to North Southport Avenue; and a line 97.35 feet south of and parallel to West Byron Street (common address: 3851 North Southport Avenue).

[O2014-8027]

6421 Touhy LLC (Application Number 18178) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 17-N bounded by:

> West Touhy Avenue; a line perpendicular to West Touhy Avenue lying 173.31 feet east of North Caldwell Avenue as measured along the southern right-of-way of West Touhy Avenue; a line 112 feet south of and parallel to West Touhy Avenue; and North Caldwell Avenue (common address: 6419 -- 6425 West Touhy Avenue/ 7149 -- 7157 North Caldwell Avenue).

[O2014-8017]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allen, Trevar L.	[CL2014-6576]
Allstate Insurance and Robinson, Charlotte	[CL2014-6512]
Allswang, Gilda	[CL2014-6659]
Alsheikh, Etidel	[CL2014-6686]
Antonucci, Adam	[CL2014-6558]
Arten, Christopher	[CL2014-6530]
Askew, William	[CL2014-6639]
Azteca Imports	[CL2014-6642]
Bailey, Francine	[CL2014-6581]

Baqai, Farah S.	[CL2014-6571]
Baran, Richard	[CL2014-6704]
Barashki, Petko Z.	[CL2014-6621]
Bazan, Nicole (2)	[CL2014-6555, CL2014-6643]
Beasley, Deborah F.	[CL2014-6543]
Beasley, Nadeja	[CL2014-6535]
Belmares, Gloria	[CL2014-6656]
Blatherwick, Mary J.	[CL2014-6519]
Bochenek, Dolores H.	[CL2014-6592]
Bogan, Sia S.	[CL2014-6548]
Bradford, Steven E.	[CL2014-6550]
Brandstedt, Steven M.	[CL2014-6713]
Brantley, Lorrine	[CL2014-6527]
Brooks, Ronnell	[CL2014-6700]
Brown, Xavierian	[CL2014-6566]
Buchheit, Joseph C.	[CL2014-6638]
Bump, Sarah C.	[CL2014-6607]
Busch, Jan	[CL2014-6545]
Butler, Lisa	[CL2014-6646]
Byrd, Jerry L.	[CL2014-6616]
Calderon, Jesse L.	[CL2014-6553]
Campos, Terrance R.	[CL2014-6580]
Casboni, Vincent	[CL2014-6528]
Charles, Tisa	[CL2014-6671]
Chastain, Dorothy	[CL2014-6579]

Christmas, Quing L.	[CL2014-6699]
Chung, Yi H.	[CL2014-6631]
Clement, Ashley E.	[CL2014-6666]
Collins, Lillian	[CL2014-6717]
Conley, Jacqueline	[CL2014-6630]
Connon, Kevin	[CL2014-6632]
Connor, Patricia A.	[CL2014-6574]
Contursi, Phil	[CL2014-6602]
Coquillette, Marla	[CL2014-6522]
Cosgrove, Mark E. (2)	[CL2014-6701, CL2014-6702]
Crenshaw, Erica (2)	[CL2014-6623, CL2014-6624]
Cusack, Ellen M.	[CL2014-6569]
Dalton, James J.	[CL2014-6636]
Davidson, Autumn S.	[CL2014-6683]
Davis, Lanieka	[CL2014-6601]
Davis, Phillip	[CL2014-6578]
Diaz, Maria	[CL2014-6568]
Differding, Virginia M.	[CL2014-6613]
Doss, Susan K.	[CL2014-6615]
Edwards, Kenneth F.	[CL2014-6684]
Emrikian, Armen	[CL2014-6599]
England, Sylvia L.	[CL2014-6625]
Esurance and Fuller, Tony	[CL2014-6662]
Felice, Patti	[CL2014-6619]
Finn, Dennis M.	[CL2014-6664]

Fleming, John M.	[CL2014-6622]
Foreman, Keith	[CL2014-6669]
Galban, Mariano and Annette	[CL2014-6600]
Gallagher, David M.	[CL2014-6549]
Geico Insurance and Lockett, Earnest	[CL2014-6697]
Geller, Frances	[CL2014-6556]
George, Vanessa	[CL2014-6533]
Gill, Adam J.	[CL2014-6687]
GOL Corporation	[CL2014-6708]
Gonzalez, Teresa	[CL2014-6694]
Gordon, Keith	[CL2014-6517]
Green, Ami	[CL2014-6670]
Green, Charlena	[CL2014-6679]
Greene, Madlock E.	[CL2014-6680]
Greer, Amie	[CL2014-6635]
Griffin, Matthew	[CL2014-6675]
Grzynkowicz, Marty	[CL2014-6711]
Gunn, Jamell	[CL2014-6560]
Gusich, Mark A.	[CL2014-6698]
Hackett, Kathryn A.	[CL2014-6655]
Hammons, Sherman	[CL2014-6539]
Hampton, Maurice L.	[CL2014-6634]
Hassabo, Sherif	[CL2014-6567]
Hazard, James M. and Stephanie Z.	[CL2014-6594]
Henderson, Gregory	[CL2014-6570]

Hendrick, Donald	[CL2014-6518]
Herrera, Amanda R.	[CL2014-6695]
Herrera, Letecia	[CL2014-6710]
Hill, Vera L.	[CL2014-6510]
Hirsch, Arnold	[CL2014-6712]
Howard, Aniya L.	[CL2014-6665]
Howard, Elvert A.	[CL2014-6608]
Huang, Stephen	[CL2014-6640]
Hutchinson, Lloyd	[CL2014-6690]
Illinois Bell Telephone Company, doing business as AT&T Illinois	[CL2014-6586]
Ingram, Calvin	[CL2014-6588]
James, Kristin	[CL2014-6667]
Jimenez, Eberto	[CL2014-6598]
Jones, Floyd L.	[CL2014-6544]
Kane, Jeffrey (3)	[CL2014-6648, CL2014-6649, CL2014-6650]
Kaspar, Alexandria L.	[CL2014-6561]
Kelley, Janell M.	[CL2014-6677]
Kelly, Matthew J.	[CL2014-6612]
Konney, Joseph	[CL2014-6693]
Kulikov, Sergey	[CL2014-6590]
L. Isaacson and Stein Fish Company	[CL2014-6709]
Laidley, Marc	[CL2014-6609]
Lane, Arthur	[CL2014-6718]
Lasser, Adam J.	[CL2014-6554]
Lazzaroni, Gina C.	[CL2014-6591]

LeClear, Dorothy K.	[CL2014-6689]
Lee, Francene	[CL2014-6685]
Lee, John C.	[CL2014-6714]
Leone, Louis	[CL2014-6626]
Levy, Tera M.	[CL2014-6552]
Lombardi, Donna L.	[CL2014-6577]
Lott, Aaron	[CL2014-6652]
Macaluso, Jacqueline	[CL2014-6651]
Mason, Doris J.	[CL2014-6514]
McDonald, Erin M.	[CL2014-6575]
McGee, Darryl R.	[CL2014-6610]
McGee, Donald	[CL2014-6658]
Mederos-Narvarro, Ruth	[CL2014-6583]
Meenaghan, Kathleen	[CL2014-6572]
Moore, Denise	[CL2014-6620]
Morgan, Jonathan G.	[CL2014-6605]
Munoz, Leticia and De La Rosa, Jesus	[CL2014-6564]
Neczek, Joseph J.	[CL2014-6660]
Nickerson, Donald (2)	[CL2014-6541, CL2014-6542]
Nova Driving School and Burbano, Ray	[CL2014-6565]
O'Connor, Mary J.	[CL2014-6540]
O'Hara, William F.	[CL2014-6582]
Orlando, Frank	[CL2014-6692]
Orrico, Anthony J.	[CL2014-6647]
Patrick-Miller, Timothy J.	[CL2014-6614]

Phillips, Tommy J. (2)	[CL2014-6672, CL2014-6673]
Polin, Vlada	[CL2014-6661]
Precht, Steve	[CL2014-6559]
Progressive Insurance and Glanton, Michelle	[CL2014-6532]
Progressive Insurance and Greer, David	[CL2014-6531]
Progressive Insurance and Holiday, Citchell	[CL2014-6716]
Promised Land Development and Szura, Sabina	[CL2014-6706]
Pugh, Todd	[CL2014-6641]
Quellet, Lawrence J.	[CL2014-6546]
Rahill, Kevin G.	[CL2014-6645]
Rangoonwala, Shela	[CL2014-6653]
Ranjha, Alexander I.	[CL2014-6562]
Raspberry, Joni	[CL2014-6595]
Ray, Maxine	[CL2014-6618]
Ray, Michelle L.	[CL2014-6511]
Rest, Daniel B.	[CL2014-6719]
Rios, Leticia	[CL2014-6691]
Robinson, Deborah C.	[CL2014-6628]
Rodriguez, Mariani	[CL2014-6537]
Roels, Diane	[CL2014-6644]
Roepke, Ashley R.	[CL2014-6611]
Ross, Gene	[CL2014-6596]
Rudolph, Michael	[CL2014-6676]

Ruiz, Giovani	[CL2014-6523]
Saenz, Silvia and Cardosa, Rafael	[CL2014-6521]
Salgado, Lolita	[CL2014-6678]
Saunders, Hannah R.	[CL2014-6663]
Scheda, Jean L.	[CL2014-6524]
Schwartz, Jason	[CL2014-6525]
Sejal, Ray	[CL2014-6536]
Sejal, Ray G. (3)	[CL2014-6529, CL2014-6538, CL2014-6547]
Selagea, Ruben	[CL2014-6707]
Shelton, Christopher, Jr.	[CL2014-6668]
Shenault, Adrienne M.	[CL2014-6705]
Silberstein, Barbara L.	[CL2014-6513]
Sittner, Janet A.	[CL2014-6606]
Smith, Barbara H.	[CL2014-6557]
Spatafora, Victor	[CL2014-6516]
Sprovieri, Valerie M.	[CL2014-6563]
Stadlmair, Roland	[CL2014-6597]
Stahl, Barbara A.	[CL2014-6688]
Steele, Ken J.	[CL2014-6534]
Stingley, Winnie P.	[CL2014-6604]
Storto, Joseph P.	[CL2014-6520]
Summers, Erika	[CL2014-6715]
Tader, Diane	[CL2014-6682]
Tan, Xiao	[CL2014-6637]

Terrell, Aletha	[CL2014-6526]
Trannel, Jason J.	[CL2014-6627]
Turner, Latoria K.	[CL2014-6674]
Turner, Shirell D.	[CL2014-6629]
Valenti, Christopher	[CL2014-6551]
Vangelovski, Sam	[CL2014-6654]
Vinzons, Fernando	[CL2014-6603]
Vonch, Tabitha L.	[CL2014-6515]
Wallace, Steven	[CL2014-6633]
Washington, Valda G.	[CL2014-6573]
Weingart, Denise M.	[CL2014-6589]
White, Marie	[CL2014-6696]
Whitney, Eugene	[CL2014-6681]
William, Bessie	[CL2014-6703]
Williams, John J.	[CL2014-6617]
Williams, Thelma and Cathy	[CL2014-6657]
Winship, Andrea R.	[CL2014-6593]
Yundt, John M. (3)	[CL2014-6584, CL2014-6585, CL2014-6587]

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR J&B SIGNS, INC.

[O2014-7975]

A communication from Thomas J. Walsh, (for) Lincoln Services, under the date of September 15, 2014, transmitting a proposed ordinance for a grant of privilege in the public way for J&B Signs, Inc. to maintain an use one sign at 105 West Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred--RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF POLISH NATIONAL ALLIANCE BUILDING AT 1514 -- 1520 W. DIVISION ST. AS CHICAGO LANDMARK.

[O2014-8011]

A communication from Eleanor Esser Gorski, AIA, Director of Historic Preservation, Historic Preservation Division, Bureau of Zoning and Land Use, under the date of October 1, 2014, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of the Polish National Alliance Building at 1514 -- 1520 West Division Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REAPPOINTMENT OF RIC PORREZ AND PASCUAL H. VILLARREAL AS MEMBERS OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2014-92]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Ric Porrez and Pascual H. Villarreal as members of the Little Village Commission (Special Service Area Number 25), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments 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 Ric Porrez and Pascual H. Villarreal as members of the Little Village Commission (Special Service Area Number 25) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- 50.

Nays -- None.

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

REAPPOINTMENT OF KEVIN P. VAUGHAN AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2014-93]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Kevin P. Vaughan as a member of the West Lakeview Commission (Special Service Area Number 27), having had 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 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 Kevin P. Vaughan as a member of the West Lakeview Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- 50.

Nays -- None.

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

REAPPOINTMENT OF JENNIFER R. CLARK AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).

[A2014-94]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Jennifer R. Clark as a member of the Sheridan Road Commission (Special Service Area Number 54), having had 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 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 Jennifer R. Clark as a member of the Sheridan Road Commission (Special Service Area Number 54) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, 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 -- 50.

Nays -- None.

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

INTERGOVERNMENTAL AGREEMENT WITH BOARD OF EDUCATION OF CHICAGO FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION OF MC PHERSON ELEMENTARY SCHOOL.

[O2014-7942]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 Planning and Development to enter into and execute an intergovernmental agreement with the Board of Education of Chicago for the development of McPherson Elementary School, 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, Pope, Balcer, Cardenas, 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 -- 50.

Nays -- None.

Alderman Pope 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 Board of Education of the City of Chicago (the "Board") is a body politic and corporate and a school district organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public improvements and facilities; and

WHEREAS, The Commission owns in trust for the Board certain real property located at 4728 North Wolcott Avenue in Chicago, Illinois (the "McPherson Property"); and

WHEREAS, The Board is rehabilitating or has rehabilitated an elementary school (the "McPherson Facility") known as McPherson Elementary School on the McPherson Property (the McPherson Facility has those general features described in (Sub)Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the McPherson Facility shall be known as the "McPherson Project"); 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, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22395 through 22522 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the *Journal* for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and "Adoption of Tax Increment Financing for the Western Avenue North Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan" and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, All of the McPherson Property lies wholly within the boundaries of the Western Avenue North Redevelopment Area; 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 Western Avenue North Redevelopment Area shall be known as the "Western Avenue North Increment"); and

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

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

WHEREAS, The City desires to use a portion of the Western Avenue North Increment (the "McPherson City Funds") for the McPherson Project; and

WHEREAS, The City agrees to use the McPherson City Funds in an amount not to exceed $400,000 to reimburse the Board for a portion of the costs of the McPherson TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the McPherson Project, pursuant to the terms and conditions of this agreement; and

WHEREAS, In accordance with the Act, the McPherson TIF-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Western Avenue North Redevelopment Plan, and the City has found and does hereby find that the McPherson TIF-Funded Improvements consist of the cost of the Board's capital improvements for the McPherson Facility that are necessary and directly result from the redevelopment project constituting the McPherson Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Planning and Development or his designee is authorized to execute an agreement and such other documents as are necessary, between the City and the Board in substantially the form attached as Exhibit A (the "Agreement"). The Agreement shall contain such other terms as are necessary or appropriate.

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 takes effect upon passage and approval.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement With Board Of Education Of Chicago For Rehabilitation Of McPherson Elementary School.

This Intergovernmental Agreement (this "Agreement") is effective as of the __________ day of __________, 2014 (the "Effective Date") 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, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Commission owns in trust for the Board certain real property located at 4728 North Wolcott Avenue in Chicago, Illinois (the "McPherson Property"); and

WHEREAS, The Board is rehabilitating or has rehabilitated an elementary school (the "McPherson Facility") known as McPherson Elementary School on the McPherson Property (the McPherson Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the McPherson Facility shall be known as the "McPherson Project"); 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, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22395 through 22522 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the *Journal* for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and

"Adoption of Tax Increment Financing for the Western Avenue North Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan " and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, All of the McPherson Property lies wholly within the boundaries of the Western Avenue North Redevelopment Area; 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 Western Avenue North Redevelopment Area shall be known as the "Western Avenue North Increment"); and

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

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

WHEREAS, The City desires to use a portion of the Western Avenue North Increment (the "McPherson City Funds") for the McPherson Project; and

WHEREAS, The City agrees to use the McPherson City Funds in an amount not to exceed $400,000 to reimburse the Board for a portion of the costs of the McPherson TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the McPherson Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, In accordance with the Act, the McPherson TIF-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the McPherson Redevelopment Plan, and the City has found that the McPherson TIF-Funded Improvements consist of the cost of the Board's capital improvements for the McPherson Facility that are necessary and directly result from the redevelopment project constituting the McPherson Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; 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 hereto agree as follows:

Article One: Incorporation Of Recitals.

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

Article Two: The McPherson Project.

The Board covenants, represents and warrants that the plans and specifications for the McPherson Project at a minimum meet the general requirements for the McPherson Facility as set forth in Exhibit 1 hereof. The Board covenants, represents and warrants that it has complied and shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the McPherson Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

Article Three: Funding.

1. Upon the execution hereof, the Board shall provide the Department with a Requisition Form, in the form of Exhibit 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon McPherson TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. Requisition for reimbursement of McPherson TIF-Funded Improvements out of the McPherson City Funds shall be made not more than four (4) times per year (or as otherwise permitted by the Department). The City shall disburse the McPherson City Funds to the Board within fifteen (15) days after the City's approval of a Requisition Form. The Board will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the McPherson Project, to the extent that such costs are TIF-Funded Improvements.

2. The cost of the McPherson Project is $800,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the McPherson Project, attached hereto and incorporated herein as Exhibit 3. The Board agrees that the City will only contribute the McPherson City Funds to the McPherson Project and that all costs of completing the McPherson Project over the McPherson City Funds shall be the sole responsibility of the Board.

3. Attached as Exhibit 4 and incorporated herein is a list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible

redevelopment project costs under the Act with respect to the McPherson Project, to be paid for out of McPherson City Funds ("McPherson TIF-Funded Improvements"); and to the extent the McPherson TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the McPherson TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these McPherson TIF-Funded Improvements are necessary and directly result from the Western Avenue North Redevelopment Plan. All McPherson TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Western Avenue North Redevelopment Plan; and (c) be improvements that the Commissioner has agreed to pay for out of Western Avenue North Increment, subject to the terms of this Agreement.

4. [intentionally omitted]

5. If requested by the City, the Board shall provide to the City reasonable access to its books and records relating to the McPherson Project.

6. Commencing with the first State fiscal year (July 1 -- June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year [ ], the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds 130 percent of $114,914,131, as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to 50 percent of the grant amount that the Board receives that is in excess of 130 percent of the Base Amount (the "Excess Amount"). For example, if the Base Amount was $100.00 and if the Board was awarded a grant of $150.00 in a particular State fiscal year, $20.00 of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to $10.00, which is 50 percent of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City

provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

7. During the Term hereof the Board shall not sell, transfer, convey, lease or otherwise dispose (or cause or permit the sale, transfer, conveyance, lease or other disposal) of all or any portion of (a) the McPherson Property or any interest therein, or (b) the McPherson Facility or any interest therein (each a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the provision of the McPherson City Funds hereunder pursuant to the Act. Subject to applicable law, the Board shall pay any proceeds of any Transfer to the City. Nothing contained in this Article Three, Section 7 shall be construed as prohibiting the Commission from holding title to the McPherson Property or the McPherson Facility for the benefit of the Board as may be permitted or required by law or the City from holding title to the McPherson Property or the McPherson Facility in trust for the use of schools as may be permitted or required by law.

Article Four: Term.

The Term of the Agreement shall commence effective as of the Effective Date and shall expire on the date on which the Western Avenue North Redevelopment Area is no longer in effect (through and including December 31, 2024).

Article Five: Indemnity; Default.

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the McPherson Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreement directly related to this Agreement, and may suspend disbursement of the City Increment 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.

In the event the Board shall fail to perform a covenant which the Board 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 Board 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 defaults which are not capable of being cured within such thirty (30) day period, the Board 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.

3. 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 other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

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 thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (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 thirty (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 Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

and

Corporation Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) 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 either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. 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, if sent pursuant to subjection (d) 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 Board 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 counterparts, each of which shall be deemed an original.

Article Thirteen: Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Fourteen: Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on ___________, 2014. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-R52. 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 Board 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 Board.

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 officer, member, official, employee or agent of the City or the Board 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 Board:

Patricia L. Taylor, Chief Facility Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City:

Michelle Nolan,
Coordinator of Economic Development
City of Chicago,
Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-4477
Fax: 312-744-5892

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.

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 and through the Department of Planning
and Development

By: ______________________________
Commissioner
Department of Planning and Development

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: ______________________________
President

Attest: By: ______________________________
Secretary

Board Resolution Number: 01-0725-RS2

Approved as to legal form:

____
General Counsel

(Sub)Exhibits 1, 2, 3 and 4 referred to in this Intergovernmental Agreement with the Board of Education of Chicago for rehabilitation of McPherson Elementary School read as follows:

(Sub)Exhibit 1.

(To Intergovernmental Agreement With Board Of Education Of Chicago For Rehabilitation Of McPherson Elementary School)

Features Of The McPherson Facility.

This project includes the costs associated with the planning, design, and construction of a three-phased master plan for the McPherson Elementary School campus. Friends of McPherson and the school's principal have been working in conjunction with Openlands to create the master plan. Development activities include parking, playground improvements, artificial turf field, walkways, native plantings and gardens, lighting and site furnishings, drainage, utility improvements and accessibility enhancements. The complete development program for the master plan is as follows. CPS is requesting TIF funds to support Phase 1 and Phase 3 of the master plan. An Illinois Green Infrastructure Grant has been applied for by Friends of McPherson and is anticipated to cover costs associated with Phase 2 of the plan.

Phase 1 -- Playground, walkways and landscaping;

Phase 2 -- Parking, artificial turf, basketball courts, walkways, landscape and edible garden;

Phase 3 -- Gardens on the north, east, and south side of building.

These improvements will enhance the campus environment and present an attractive and accessible asset for the community at large.

McPherson is a neighborhood school, with grades PreK -- 8th grade. It is located at 4728 North Wolcott Avenue in the Lincoln Square neighborhood. The current school enrollment is 816 students. The student enrollment is 71.2 percent Hispanic and primarily low-income.

McPherson offers the IBMYP, which provides a framework of academic challenges and life skills for students in Grades 6 -- 8. Additionally, the school offers Spanish language instruction in Grades K -- 8. McPherson includes a computer lab, science labs, skills labs, and Internet access in classrooms. Parents provide support for programs such as the Bilingual Advisory and LSC.

Phase 1 of the project is scheduled to be completed by end of Summer 2014, and will be constructed by CPS.

(Sub)Exhibit 2.

(To Intergovernmental Agreement With Board Of Education Of Chicago
For Rehabilitation Of McPherson Elementary School)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, ________________, ________________ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies that with respect to that certain intergovernmental agreement between the Board and the City of Chicago dated ________________, 2014 regarding McPherson Elementary School (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the McPherson Project to date:

TOTAL: $__________________

B. This paragraph B sets forth and is a true and complete statement of all costs of McPherson TIF-Funded Improvements for the McPherson Project reimbursed by the City to date:

$__________________

C. The Board requests reimbursement for the following cost of McPherson TIF-Funded Improvements:

$__________________

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

E. The Board 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 Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the McPherson Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit 3 to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

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

The Board of Education of the City of Chicago,
a body corporate and politic

By: ______________________________

Name: ____________________________

Title: _____________________________

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

____

My commission expires: _______________

Agreed and Accepted:

City of Chicago
Department of Planning and Development

By: ______________________________

Name: ____________________________

Title: _____________________________

(Sub)Exhibit 3.
(To Intergovernmental Agreement With Board Of Education Of Chicago For Rehabilitation Of McPherson Elementary School)

Project Budget.

Task	Project Estimate
Design	$ 54,000
Construction	603,400
Environmental Remediation	42,235
Administration	39,221
FF&E	
Contingencies	61,144
TOTAL:	$800,000

(Sub)Exhibit 4.
(To Intergovernmental Agreement With Board Of Education Of Chicago For Rehabilitation Of McPherson Elementary School)

McPherson Project TIF-Funded Improvements.

Task	Project Estimate
Design	$ 54,000
Construction	603,400
Environmental Remediation	42,235
Administration	39,221
FF&E	
Contingencies	61,144
TOTAL:	$800,000

REDEVELOPMENT AGREEMENT WITH SINAI HEALTH SYSTEM FOR RENOVATION OF BUILDINGS AT 2701 W. 68TH ST.

[O2014-6883]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 Planning and Development to enter into and execute a redevelopment agreement with Sinai Health System, 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, Pope, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, To induce redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), the City Council of the City (the "City Council") adopted the following ordinances on May 17, 2000: (1) "An

Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area" (the "Midwest Redevelopment Plan") as amended pursuant to an ordinance adopted on April 14, 2010, and as subsequently amended pursuant to an ordinance adopted on May 9, 2012; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act" (the "Midwest Redevelopment Area"); and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area" (the "TIF Ordinance"); and

WHEREAS, Sinai Health System, an Illinois not-for-profit corporation (the "Developer"), owns certain property located within the Midwest Redevelopment Area with the main building of Mt. Sinai Hospital located at 1500 South California Boulevard, Chicago, Illinois and the Sinai Community Institute located at 2653 West Ogden Avenue, Chicago, Illinois (the "Sinai Property"); and

WHEREAS, The Developer intends to undertake a multi-phased renovation to multiple buildings on the Sinai Property and also to rehabilitate a portion of Holy Cross Hospital, located at 2701 West 68th Street, Chicago, Illinois, which is not located in the Redevelopment Area (the "HCH Property" and, together with the Sinai Property, the "Property"). The Sinai Property renovation and the HCD Property rehabilitation shall be referred to collectively as, the "Project"; and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Midwest Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by not to exceed $31,000,000 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 Midwest Redevelopment Project Area Special Tax Allocation Fund established to pay redevelopment project costs 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 Midwest Redevelopment Area shall be known herein as "Midwest Increment", and the not to exceed $31,000,000 in Midwest 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 Resolution 14-CDC-22 (the "Resolution") adopted by the Community Development Commission of the City (the "Commission") on June 10, 2014, the Commission recommended that the Developer be designated as the developer for the Project and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; 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 February 5, 1998, the City Council: (1) approved and adopted a redevelopment plan for the Western/Ogden Redevelopment Project Area (the "Western/Ogden Redevelopment Plan") of the City; (2) designated the Western/Ogden Redevelopment Area as a "redevelopment project area" pursuant to the Act (the "Western/Ogden Redevelopment Area"); and (3) adopted tax increment allocation financing for the Western/Ogden Redevelopment Area; and

WHEREAS, The Western/Ogden Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Midwest Redevelopment Area; and

WHEREAS, The Western/Ogden Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Western/Ogden Redevelopment Area ("Western/Ogden Increment") and the Midwest 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 Midwest and Western/Ogden Redevelopment Plans to use Midwest Increment and/or Western/Ogden Increment 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 DPD (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) a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement") and (b) 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. The City shall exercise its Transfer Rights pursuant to the Act and applicable redevelopment plans to use Increment 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.

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)

Sinai Health System Redevelopment Agreement.

This Sinai Health System Redevelopment Agreement (this "Agreement") is made as of this ________ day of ________, 20___, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Sinai Health System, an Illinois not-for-profit corporation (the "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 May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area" (the "Plan Adoption Ordinance") as amended pursuant to an ordinance adopted on April 14, 2010, and as subsequently amended pursuant to an ordinance adopted on May 9, 2012, and as may be amended in the future by the City; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest 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 Midwest Redevelopment Project 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-1 hereto.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Western/Ogden Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois Designating the Western/Ogden Redevelopment Project Area as a Tax Increment Financing District;" and (3) "An Ordinance of the City of Chicago, Illinois

Adopting Tax Increment Allocation Financing for the Western/Ogden Redevelopment Project Area" (the "Western/Ogden TIF Adoption Ordinance") (items (1)-(3) collectively referred to herein as the "Western/Ogden TIF Ordinances," the redevelopment plan approved by the Western/Ogden TIF Ordinances is referred to herein as the "Western/Ogden Redevelopment Plan" and the redevelopment project area created by the Western/Ogden TIF Ordinances is referred to herein as the "Western/Ogden Redevelopment Area") and is legally described in Exhibit A-2 hereto.

The Midwest Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Western/Ogden Redevelopment Area.

D. The Project: The Developer intends to undertake a multi-phased renovation project, known as "Sinai Tomorrow," on property located in the Redevelopment Area (the "Sinai Facility"). The following table summarizes the approximate size and use of each building comprising the Sinai Facility and the proposed uses and improvements resulting from the Project (as hereinafter defined). The property includes Mount Sinai Hospital ("MSH") located at 1500 South California Boulevard, Chicago, Illinois 60608, the Sinai Community Institute ("SCI") located at 2653 West Ogden Boulevard, Chicago Illinois 60608, and multiple interconnected buildings totaling approximately 793,511 square feet, as legally described on Exhibit B-1 hereto (the "Sinai Property"). The Developer either owns or has a long-term ground leasehold interest in the Sinai Property.

Building	Size (sq. ft.)	Current Use	Proposed Investment / Uses
Crown	118,575	Inpatient Care	Inpatient Care
Frankel	140,005	Inpatient Care and Support	Support Departments
Kling	57,066	Outpatient Clinics	Vacate and Demolish
Kurtzon	158,976	Inpatient Care and Support	Vacate and Demolish
Nurse's Residence	92,254	Outpatient Care and Support	Outpatient Care and Support
Olin-Sang	118,575	Inpatient Bed Units	Inpatient Bed Units
Sinai Community Institute	108,060	Community Outreach Services and Outpatient Clinics	Community Outreach Services and Outpatient Clinics

In addition, the Developer, owns Holy Cross Hospital ("HCH") which is located at 2701 West 68th Street, Chicago, Illinois 60629, approximately seven miles to the south of MSH and is not part of the Redevelopment Area, as legally described on Exhibit B-2 hereto (the "HCH Property," and collectively with the Sinai Property, the "Property"). The Developer, as owner of the HCH Property, also intends to renovate a portion of HCH, effecting one building totaling approximately 32,530 square feet on the HCH Property (the "HCH Facility," and collectively with the Sinai Facility, the "Facility") as part of Sinai Tomorrow. The Facility consists of approximately 826,041 square feet.

The Facility and related improvements (including but not limited to those TIF-Funded Improvements, strictly related to the Sinai Property and the Sinai Facility, and as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The Project will create a substantial public benefit through its retention of 1,800 FTE (as defined below) positions during the Compliance Period (as defined below). 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 Midwest Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

G. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City can use Incremental Taxes (as hereinafter defined) 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 those Incremental Taxes are received (the "Transfer Rights"). The City may, in its sole discretion, exercise its Transfer Rights pursuant to the Act and may transfer a portion of the Western/Ogden Incremental Taxes from the Western/Ogden Redevelopment Area (the "Western/Ogden Incremental Taxes") into the TIF Fund (as hereinafter defined) in order to fund certain TIF-Funded Improvements related to the Project, to the extent and in the manner hereinafter provided.

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, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	**List of Exhibits**	
1. Recitals, Headings and Exhibits	A-1	Redevelopment Area
2. Definitions	A-2	Western/Ogden Redevelopment Area
3. The Project	B-1	*Sinai Property
4. Financing	B-2	*HCH Property

5. Conditions Precedent
6. Agreements with Contractors
7. Completion of Construction or Rehabilitation
8. Covenants/Representations/Warranties of Developer
9. Covenants/Representations/Warranties of the City
10. Developer's Employment Obligations
11. Environmental Matters
12. Insurance
13. Indemnification
14. Maintaining Records/Right to Inspect
15. Defaults and Remedies
16. Mortgaging of the Project
17. Notice
18. Miscellaneous

B-3	*Milestone Descriptions
B-4	*Non-Compliance Penalty
C	*TIF-Funded Improvements
D	Jobs and Occupancy Certificate
E	Construction Contract
F	LEED Checklist
G	*Permitted Liens
H-1	*Project Budget
H-2	*MBE/WBE Budget
I	Approved Prior Expenditures
J	Opinion of Developer's Counsel
K	Intentionally Deleted
L	Requisition Form
M	Form of Subordination Agreement
N	Form of Payment Bond

(An asterisk (*) indicates which exhibits are to be recorded.)

FIN Plate 29

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:

"Act" shall have the meaning set forth in the Recitals hereof.

"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 Developer.

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying 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 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 covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06) and the Jobs Covenant (Section 8.06); (2) delivery of Financial Statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of the Milestone Budget applicable at the time of the submission (Section 5.01), (6) an updated Project Budget (Section 5.01) and (7) compliance with all other executory provisions of this Agreement. The Annual Compliance Report shall be sent pursuant to the attention of the Deputy Commissioner of TIF Administration at the address provided for the City in Section 17 hereof.

"Available Incremental Taxes" shall mean for each payment, an amount equal to the Incremental Taxes on deposit in the TIF Fund attributable to the taxes levied on the Redevelopment

Area (plus any amounts of Western/Ogden Incremental Taxes which may be transferred from time to time into said fund pursuant to the Transfer Rights and this Agreement) as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which is available for the financing or payment of Redevelopment Project Costs, after deducting (i) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement including, without limitation, Incremental Taxes allocated or pledged for the Prior TIF Financings, and (ii) debt service payments with respect to the Bonds, if any.

"Available Project Funds" shall mean: (1) the undisbursed City Funds; (2) the undisbursed Lender Financing, if any; (3) the undisbursed Equity and (4) any other amounts deposited by Developer pursuant to this Agreement.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Bundle" shall have the meaning set forth for such term in Section 8.01(n) hereof.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code.

"Certificate" shall mean an individual Milestone Certificate of Completion of Rehabilitation that the City may issue with respect to a distinct phase of the Project, as described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications, a Milestone completion date, or the Project Budget or a Milestone Budget as described in Section 3.03, Section 3.04 and Section 3.05.

"City Construction Compliance Requirements" shall have the meaning set forth in Section 10.03(g) hereof.

"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 described in Section 4.03(b) 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.

"Compliance Period" shall mean either (1) if the Developer does not deliver an Extension Notice, a period beginning on the date the Milestone 1 Certificate is issued and ending on the10th anniversary of the date the Final Certificate is issued, or (2) if the Developer delivers an Extension Notice and cures the applicable Event of Default during the one-year period in which the Extension notice was delivered, a period beginning on the date the Milestone 1 Certificate is issued and ending on the 11th anniversary of the date the Final Certificate is issued.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Contribution" shall have the meaning set forth in Section 8.01(n) hereof.

"Construction Contract" shall mean that certain contract, if any, substantially in the form attached hereto as Exhibit E, to be entered into between Developer and the General Contractor providing for the construction of the Project.

"Corporation Counsel" shall mean the City's Department of Law.

"Developer" shall have the meaning set forth in the Recitals, together with its permitted successors and/or assigns.

"Domestic Partner" shall have the meaning set forth in Section 8.01(n) hereof.

"DPD" shall mean the City's Department of Planning and Development, or any successor department thereto.

"EDS" shall mean 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)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 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.

"Equity" shall mean funds of 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).

"Extension Notice" shall have the meaning set forth in Section 8.06 hereof.

"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 Certificate" shall mean the Final Certificate of Completion of Rehabilitation described in Section 7.01(b) hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-125-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"FOIA" shall have the meaning set forth in Section 8.24 hereof.

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer at the Project if such employee is employed at the Project during the applicable month (excluding persons engaged as or employed by independent contractors, third party service providers or consultants) and works at least thirty-five (35) hours per week. Two PTEs shall be recognized as one FTE.

"General Contractor" shall mean the general contractor(s), if any, hired by Developer pursuant to Section 6.01.

"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.

"Health Care Facility" shall mean health care, health facilities, health education and training, scientific research, community health care services, housing facilities for doctors, residents and employees, transitional housing and related programs designed to impact on the health of the community, health management services, home health agencies and human services programs.

"HUD Documents" means the financing documents executed and delivered in connection with the issuance of the Sinai Bonds.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"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 TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof. Incremental Taxes shall also include amounts, if any, transferred into the TIF Fund from the special tax allocation fund for the contiguous Western/Ogden Redevelopment Area pursuant to Section 5/11-74.4-4(q) of the Act.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Jobs and Occupancy Certificate" shall mean the Jobs and Occupancy Certificate attached hereto as Exhibit D.

"Jobs Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Laws" shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations 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, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"LEED" shall mean the Leadership in Energy and Environmental Design with respect to the Green Building Rating System maintained by the U.S. Green Building Council and applicable to commercial interiors.

"Lender" shall mean a provider, if any, of Lender Financing.

"Lender Financing" shall mean funds, if any, borrowed by Developer from Lenders and irrevocably available to pay for Project costs, in the amount set forth in Section 4.01 hereof.

"Living Wages" shall mean a base wage as that term is defined and calculated in Section 2-92-610 of the City of Chicago Municipal Code.

"Local Records Act" shall have the meaning set forth in Section 8.24 hereof.

"Maximum Per Phase TIF Assistance" shall have the meaning set forth in Section 4.03(b)(i) hereof.

"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 H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Milestone" shall have the meaning set forth in Section 4.03(b) hereof.

"Milestone Budget" shall have the meaning set forth in Section 5.01 hereof.

"Milestone Payment" shall have the meaning set forth in Section 4.03(b) hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended 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 Developer, the Property or the Project.

"Operating Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Ordinary Course of Developer's Business" shall mean health care, health facilities, health education and training, scientific research and community health care services and housing facilities for doctors, residents and employees.

"Other Contract" shall have the meaning set forth in Section 8.01(n) hereof.

"Part-Time Equivalent Employee" or "PTE" shall mean an employee of the Developer at the Project if such employee is employed at the Project during the applicable month (excluding persons engaged as or employed by independent contractors, third party service providers or consultants) and works at least fifteen (15) hours per week. Two PTE shall be recognized as one FTE.

"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.

"Prior TIF Financings" shall mean, collectively, the following: 1) MSAC DS - Collins HS, 2) RDA - Heritage Homes, 3) RDA - Liberty Square Apts., 4) CPS ADA Ph.1 - Dodge, 5) CPS IGA - Faraday, Jensen, Ericson, 6) CPS IGA - Penn Elem., and 7) Park District IGA - Douglas Park.

"Plans and Specifications" shall mean initial construction documents containing a site plan and working drawings and specifications for each Milestone, 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 H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals 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.

"Requisition Form" shall have the meaning set forth in Section 4.05 hereof, and substantially be in the form of Exhibit L hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for each Milestone.

"Sinai Bonds" shall mean Sinai Health System (GNMA Collateralized Taxable Revenue Bonds) Series 2012.

"Subordination Agreement" shall have the meaning set forth in Section 5.04 hereof, and substantially be in the form of Exhibit M hereof.

"Survey" shall mean 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 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 rehabilitation of the Sinai Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainability Requirement" - shall be determined at the beginning of each Milestone, by the Developer providing a completed LEED checklist to be approved by DPD. At the end of each Milestone, a stamped letter from a licensed professional and a completed LEED checklist, in the form attached as Exhibit F hereto, shall be provided detailing the sustainable strategies completed in each Milestone. If the strategies included in the LEED checklist and stamped letter are deemed adequate by DPD, full payment of that Milestone will occur. If it is not adequate, a penalty of ten percent (10%) of the Milestone Budget will be applied.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the earlier of the (i) conclusion of the Compliance Period or, (ii) on the date that the Agreement is terminated pursuant to Section 15 hereof.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"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.

"TIF-Funded Improvements" shall mean those improvements of the Sinai 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. None of the improvements included in the HCH Project shall be TIF-Funded Improvements.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean [________________________].

"Title Policy" shall mean a title insurance policy issued by the Title Company 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 non-bond issuance related Lender Financing, if any.

"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.

"Western/Ogden Redevelopment Area" shall of the meaning set forth in the Recitals.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, complete construction and conduct business operations therein no later than December 31, 2023, which may be extended pursuant to DPD's sole discretion and under other stated limitations stated herein.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD 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. 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 and Milestone Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than One Hundred Million Dollars ($100,000,000), as set forth in Exhibit H-1 hereto. The Developer hereby certifies to the City that prior to commencing a Milestone, the Developer shall have Lender Financing and/or Equity in an amount sufficient to pay for all Project costs for such Milestone. The Developer shall submit a Milestone Budget to DPD as soon as it is available and will obtain DPD's approval of such Milestone Budget prior to commencing the Milestone work to be completed thereunder. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to a Milestone Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to a Milestone or the Project must be submitted by Developer to DPD 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 Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Facility by five percent (5%) or more (either individually or cumulatively); excluding however, reduction in square footage resulting from the demolition of facilities resulting from the demolition of facilities included as part of the Project or pursuant to the CHA Land Transfer Agreement (as defined hereinafter); (b) a change in the use of the Project to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of a Milestone of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to a Milestone Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order described in the preceding clauses (a) through (d) or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor or Developer 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 Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04; but DPD shall be notified in writing of all such Change

Orders within 10 business days after the execution of such Change Order and the Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD 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 DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD 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 Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as and when required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly construction 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 DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any Lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Intentionally Omitted.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD 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. 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 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 $100,000,000, 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)

- State of Illinois Grants	$10,500,000
- TIF Bridge Funds (Capital from Operations)	$31,000,000
- Philanthropy	$24,000,000

- Capital from Operations	$34,500,000
ESTIMATED TOTAL	$100,000,000

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 and costs of TIF-Funded Improvements in connection with the Sinai Project.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse 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 Sinai 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(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. In no event, however, shall City Funds be paid to the Developer in excess of the Maximum Per Phase TIF Assistance.

(b) Payment of City Funds.

The Project shall be completed in phases and Exhibit B-3 hereto describes by phase the site improvements, demolition, rehabilitation, reconstruction, repair and/or remodeling that comprise each phase of the Project (the "Milestone") to be completed prior to any payment of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.05(b) and Section 5 hereof, the City hereby agrees to provide City funds (the "City Funds") from Available Incremental Taxes to pay for or reimburse the Developer for the actual Sinai Project costs of the TIF-Funded Improvements upon the completion of a Milestone, in an amount not to exceed the maximum per phase TIF assistance as stated below (the "Maximum Per Phase TIF Assistance").

(i) The City Funds shall be paid to the Developer in installments (each, a "Milestone Payment," pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

Payment	Timing of Payment	Milestone Payment Amount (Maximum Per Phase TIF Assistance)
Milestone Payment #1	Issuance of Milestone 1 Certificate	$4,500,000
Milestone Payment #2	Issuance of Milestone 2 Certificate	$4,500,000
Milestone Payment #3	Issuance of Milestone 3 Certificate	$4,500,000
Milestone Payment #4	Issuance of Milestone 4 Certificate	$4,500,000
Milestone Payment #5	Issuance of Milestone 5 Certificate	$3,000,000
Milestone Payment #6	Issuance of Milestone 6 Certificate	$3,000,000
Milestone Payment #7	Issuance of Milestone 7 Certificate	$3,000,000

Milestone Payment #8	First Anniversary of Issuance of Milestone 7 Certificate	$3,000,000
Milestone Payment #9	Second Anniversary of Issuance of Milestone 7 Certificate	$1,000,000

(ii) The actual amount may vary depending on the final Milestone Budget and the amount of TIF-Funded Improvements incurred for each Milestone.

(iii) The City's financial commitment to provide Available Incremental Taxes for such purposes is subject to the Prior TIF Financings and the availability of sufficient Available Incremental Taxes.

(iv) City Funds derived from Available Incremental Taxes and available to pay such costs and allocated for such purposes shall be paid in accordance with the terms of this Agreement only so long as no Event of Default or condition for which the giving of notice or the passage of time, or both, would constitute an Event of Default exists under this Agreement.

The Developer acknowledges and agrees that the City's obligation to pay installments of City Funds in an amount not to exceed the applicable Maximum Per Phase TIF Amount is contingent upon the fulfillment of the conditions set forth in (i) through (iv) above, as well as the prior issuance of a Certificate, and the Developer's satisfaction of all other applicable terms and conditions of this Agreement. In the event that such condition is not fulfilled, the amount of Equity and/or Lender Financing to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

Notwithstanding the foregoing, the Developer may request that DPD permit the combining of up to three (3) Milestones in order for the Developer to avoid a reduction of City Funds or to fulfill the City Construction Compliance Requirements and such combining may be requested multiple times during the Term of the Agreement. If permitted, the combined Milestones may be considered one (1) Milestone for purposes of calculating a Milestone Final Budget for the applicable combined Milestones upon the issuance of a Certificate.

Upon submitting a Milestone Budget for DPD's approval, the Developer may request that scope for a later numbered Milestone be substituted for scope of earlier numbered Milestone provided the amount of the Milestone Budget for such later numbered Milestone shall be no less than the Milestone Budget for such earlier numbered Milestone.

(c) Reduction of City Funds. Upon the occurrence of the following, without limitation, a Milestone Payment may be reduced:

(i) subject to the Developer's right to combine Milestones pursuant to Section 4.02(b), if the Milestone Budget(s) is less than the Maximum Per Phase TIF Amount as described in Section 4.03(b), the City Funds will be reduced by $.912 for every $1.00 (or portion thereof) by which such Milestone Budget(s) is less than the stated amount;

(ii) by ten percent (10%) if the Sustainability Requirement is not achieved for a Milestone, if applicable to that particular Milestone;

(iii) pursuant to Section 7.03 (Failure to Complete) or if there is a default under Section 8.06 (Jobs and Operating Covenants);

(iv) if the Developer fails to meet the City Construction Compliance Requirements (MBE/WBE, prevailing wage and city residency) as defined in Section 10.03(g); and

(v) if there is a transfer under Section 15.01 (Sale or Transfer of the Facility) prior to the Term of the Agreement.

4.04. Conditions for Payment of City Funds. No City Funds shall be paid to the Developer unless all of the following conditions have been met:

(a) Issuance of the applicable Certificate(s) of Completion.

(b) Subject to the City's ability to reduce the City Funds as described in Section 4.03(c) and Section 7.01(a)(iv), the Developer has submitted evidence acceptable to DPD that the actual cumulative Milestone Costs are equal to, or in excess of, the cumulative Milestone Costs reflected in this Agreement.

(c) When the Developer submits documentation to the City in connection with a request for the payment of the City Funds as described in Section 4.03(b), beginning on the first request for payment and continuing until the earlier of (i) the end of the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD). All required Annual Compliance Reports have been submitted as required by this Agreement. The Developer will be required to provide the Annual Compliance Report throughout the Compliance Period.

(d) The Developer has submitted evidence acceptable to DPD that the Sustainability Requirement has been achieved. Each payment request submitted by the Developer shall be accompanied by an affidavit from the Developer regarding compliance to the Sustainability Requirement.

4.05 Requisition Form. Conditioned upon the issuance of a Certificate pursuant to Section 7 hereof, Developer shall provide DPD with a Requisition Form, substantially in the form of Exhibit L hereto, documentation satisfactory in form and substance to DPD as set forth in Section 8.06, along with the documentation described therein and such other supporting documentation as DPD shall request to the attention of the Deputy Commissioner of TIF Administration at the address provided for the City in Section 17 hereof.

A Requisition Form for each Milestone Payment shall be submitted following the issuance of the applicable Certificate. Subject to the availability of Available Incremental Taxes and the submission of a Requisition Form no fewer than sixty (60) days prior to the payment, the City will make reasonable effort to pay the Developer a Milestone Payment by the earlier of the first quarter of the calendar year following the issuance of a Certificate or 180 days of the issuance of a Certificate.

The Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered. Upon the written request by the Developer accompanying a Requisition Form for reimbursement of TIF-Funded Improvements, the City agrees to make payments of City Funds then owing to the Developer directly to a Lender using wire transfer instructions provided by the Developer.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD 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 DPD as of the Closing Date as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by 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 DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

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, 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 Disbursement. Prior to the payment of each installment of City Funds hereunder, Developer shall submit, in the timeframe set forth in Section 4.04 hereof, a Requisition Form and documentation regarding the applicable expenditures to DPD, that are satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for payment of an installment 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 payment, that:

(a) the total amount of the disbursement request represents the actual amount payable to (or paid 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) 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 Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(e) 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 Milestone Budget is In Balance. A Milestone Budget 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 such Milestone. Developer hereby agrees that, if the Milestone Budget is not In Balance, Developer shall, within 10 days after a written request by the City, provide the City with evidence of sufficient sources of funds that will place the Milestone Budget In Balance.

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 but not limited to requirements set forth in the Bond Ordinance, if any, the Bonds, if any, the TIF Ordinances and/or 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 terminated, suspended and/or 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, or as applicable, before commencing the work on a particular Milestone:

5.01 Project Budget and Milestone Budget. Developer has submitted to DPD, and DPD has approved, prior to the commencement of the work (with the exception of Milestone 1) to be completed as a part of a Milestone, a milestone budget which shall include an estimate for each Milestone of 1) the total project costs for the work to be completed 2) the MBE/WBE budget and 3) the TIF-Funded Improvements budget (a "Milestone Budget"). In addition, at the time of the submission of a Milestone Budget, the Developer shall submit an updated Project Budget, if applicable, in accordance with the provisions of Section 3.03 hereof. Prior to the Closing Date, the Developer shall submit a Milestone Budget for Milestone 1 for DPD's approval.

5.02 Scope Drawings and Plans and Specifications. Prior to the commencement of each Milestone (with the exception of Milestone 1), the Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Prior to the commencement of each Milestone (with the exception of Milestone 1), 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 DPD.

5.04 Financing. Prior to the commencement of each Milestone (with the exception of Milestone 1), the Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the

Milestone and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof 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 sources set forth in Section 4.01) to complete each Milestone. Developer has delivered to DPD a copy of the loan agreement, if any, entered into by Developer regarding the Lender Financing. The encumbrances of the City set forth herein have been sufficiently subordinated to any indebtedness secured as of the Closing Date by the HUD Documents.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing 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 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 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. Developer has provided to DPD, 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 DPD's satisfaction, by the Title Policy and any endorsements thereto and copies of ground leases, if any, and operating leases, if any, applicable to the Facility.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name, showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments (including bankruptcy)
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. 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 DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, 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. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer has provided documentation to DPD, satisfactory in form and substance to DPD, 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 DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, the Developer has provided to DPD, and DPD 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 DPD has requested relating to the Project.

5.13 Environmental. Developer has provided DPD 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. 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. Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, 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 DPD, a description of all pending or, to the knowledge of the Developer, threatened litigation or administrative proceedings involving 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 Bid Requirement for General Contractor and Subcontractors. The Developer shall not select the General Contractor without the City's prior approval of such General Contractor. The Developer shall submit copies of the Construction Contract, if any, to DPD 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 DPD 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 DPD and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor, if any, selected to handle the Project in accordance with Section 6.01 above, for DPD'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 Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD 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, 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 N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. 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 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 DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificates of Completion.

(a) Upon completion of each Milestone of the Project in accordance with the terms of this Agreement, and upon satisfaction in DPD's sole discretion of the conditions set forth in (i) through (v) of this Section 7.01(a), and upon Developer's written request, which shall include a final budget for the applicable Milestone detailing the total actual costs of such Milestone (a "Final Milestone Project Cost"), DPD shall issue to Developer a Certificate. Exhibit B-3 attached hereto describes the site improvements, demolition, rehabilitation, reconstruction, repair and/or remodeling that comprise each Milestone. As set forth in Section 4.03(b)(4), if DPD permits the Developer to combine up to three (3) Milestones, a single Certificate shall be issued for those Milestones and they will be considered together as an individual Milestone. The City will issue a Certificate for each Milestone of the Project and a Final Certificate of the completed Project, upon the following conditions:

i. The Developer has completed construction of the Milestone accordance with the Plans and Specifications;

ii. The Developer has provided an affidavit that the Milestone, if subject to the LEED requirements, has achieved the Sustainability Requirement;

iii. The City's Monitoring and Compliance unit has determined in writing that the Developer is in complete compliance with all City Construction Compliance Requirements (MBE/WBE, City Residency, and Prevailing Wage) with respect to that Milestone;

iv. The Developer has submitted adequate documentation that the Milestone Final Project Cost is at least the amount set forth in Section 4.03(b); provided, however, that in the event that the Milestone Final Project Cost is less than the amount stated, the total amount of City Funds shall be reduced by $.912 for every $1.00 (or portion thereof) by which the Milestone Final Project Cost is less than the amount stated, as described in Section 4.03(b) and otherwise subject to the provisions of Section 4.03(c); and

v. There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

DPD shall respond to Developer's written request for a Certificate within sixty (60) days by issuing either a Certificate or a written statement detailing the ways in which a Milestone 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. Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon Developer's written request, which shall include a final budget for the Project, DPD shall issue to Developer a final certificate of completion of rehabilitation (the "Final Certificate" in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

7.02 Effect of Issuance of Certificate; Continuing Obligations. Upon the Final Certificate issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete the renovation of the Project have been satisfied. After the issuance of the Final 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 Final 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 in Sections 8.01(j) (Permitted Transfers), 8.01(k) (Permitted Liens), 8.02 (Covenant to Redevelop), 8.06 (Operating and Job Covenants), 8.19 (Value Assessments), 8.20 (Annual Compliance Report), 8.23 (LEED Requirements) Section 8.24 (FOIA and Local Records Act Compliance) and 8.25 (Survival of Covenants) are covenants that run with the land and 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 the Final Certificate; provided, that upon the issuance of the Final 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 the Final Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If 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, 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 the payment of a penalty by Developer for the failure to complete in accordance with the formula set forth in Exhibit B-4 hereto.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at 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 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 or by-laws, 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 Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain either good, indefeasible and merchantable fee simple title to, or the long-term leasehold interest described in the Recitals with respect 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 Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) 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 Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate 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 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 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 ten (10) year anniversary of the issuance of the Milestone 1 Certificate, with respect to the Sinai Property, and prior to the three (3) year anniversary of Milestone 1 Certificate issuance with respect to the HCH Property, the Developer shall not do any of the following without the prior written consent of DPD:

(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:

(i) in the Ordinary Course of Developer's Business;

(ii) to a controlled Affiliate (one for which the Developer has the ability to control the appointments of the such entity's board of directors or similar governing body); or

(iii) as required pursuant that that certain Land Transfer Agreement by and between the Chicago Housing Authority and the Developer dated as of October 8, 2010 (the "CHA Land Transfer Agreement"); or

(3) enter into any transaction that is 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 that would cause a material and detrimental change to the Developer's financial condition; or

(5) enter into any other transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Except as permitted in the HUD Documents, the Developer has not incurred, and, prior to the issuance of the Final Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Sinai Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Sinai Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except for the Lender Financing (if any) as disclosed in the Project Budget, [illegible] HUD, the Authority, [illegible] or to be entered into [illegible] Documents and [illegible] equipment for use in the Ordinary Course of Developer's Business. Permitted Liens recorded after the Closing Date shall be subordinate to the [illegible] set forth herein and pursuant to a Subordination Agreement, which shall be recorded at the expense of the Developer with the Office of the Recorder of Deeds of Cook County; 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 Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable 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.

(n) Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together the "Identified Parties") shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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 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. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

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

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

(o) payments of City Funds are subject to the amount of Available Incremental Taxes deposited into the TIF Fund being sufficient for such payments. If the Available Incremental Taxes are insufficient to make such payments, such insufficiency shall not give the Developer or any other party any claim or right to any other Incremental Taxes or City funds;

(p) such party understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) such party will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(q) such party has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(r) such party understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party are likely to be substantially less than the maximum amounts set forth in this Section 4.03(b);

(s) such party understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any, sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(t) such party acknowledges that the City has no continuing obligation to provide it with any information concerning the City Funds or otherwise, except as set forth in this Agreement.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, if any, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all Laws applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 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. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Bonds. 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 "Bonds"; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, 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 and assisting the City in preparing an offering statement with respect thereto.

8.06 Operating Covenant; Job Creation and Retention.

(a) Operating Covenant. The Developer hereby covenants and agrees to operate and maintain the Facility at the Property throughout the Term of the Agreement (collectively, the "Operating Covenant"). A default under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure.

(b) Jobs Covenant. The Developer shall adhere to the following job retention standards (collectively the "Jobs Covenant"):

(i) Prior to the date the Developer requests the City to issue the Final Certificate under Section 7.01 hereof, the Developer, and through its controlled Affiliates that operate MSH and SCI, shall retain not less than 1,800 FTE positions at the Facility;

(ii) During the Compliance Period, the Developer, and through its controlled Affiliates shall maintain at least 1,800 FTE positions;

(iii) During the Compliance Period, for purposes of determining eligibility for insurance, retirement and other employee benefits that may be offered by the Developer, Developer shall continue to treat (A) an individual who is budgeted and scheduled to work a minimum of thirty-five (35) hours per week on a regularly scheduled basis as a regular FTE, and (B) an individual who is budgeted and scheduled to work at least fifteen (15) hours per week on a regularly scheduled basis as a regular PTE;

(iv) During the construction of the Project, the Developer shall expects to create approximately 250 temporary construction job positions.

(c) Jobs and Occupancy Certificates. Throughout the Compliance Period, the Developer shall submit to DPD annual certified Jobs and Occupancy Certificates disclosing compliance with the then-applicable Jobs Covenant and the Operating Covenant. These Jobs and Occupancy Certificates shall be submitted to DPD as part of the Annual Compliance Report. The Developer agrees that it shall act in good faith and, among other things, shall not hire temporary workers or relocate workers for short periods of time for the primary purpose of avoiding a breach of the Jobs Covenant. The Jobs and Occupancy Certificate shall include the names, addresses and zip codes of principal residence, and job titles of individuals employed at the Facility as of the end of the prior calendar year.

(d) Jobs Covenant Default and Cure Period. If the Developer defaults under the Jobs Covenant, an Event of Default shall not be declared with respect to such default if the Developer, upon irrevocable written notice (the "Extension Notice") accompanying the Jobs and Occupancy Certificate, elects to extend the Compliance Period by one year to the eleventh (11th) anniversary of the date the Final Certificate is issued. The one-year period during which the Extension Notice is given shall be the only cure period allowed for a default by Developer of the Jobs Covenant as described in this paragraph; no other notice or cure periods shall apply thereto and if such default is not cured within such one-year period then the Compliance Period shall not be extended and an Event of Default shall exist without notice or opportunity to cure. If the Developer has not delivered a permitted Extension Notice then any default by the Developer of the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure. The Developer shall be entitled to deliver one Extension Notice. If the Developer has delivered an Extension Notice, then any subsequent default by the Developer of the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure.

(e) Covenants Run with the Land; Remedy. The covenants set forth in this Section 8.06 shall run with the land and be binding upon any transferee. In the event of a default for any of the covenants in this Section 8.06, the City shall have the right to cease all disbursement of City Funds not yet disbursed and recapture the full amount of all City Funds previously paid or disbursed to the Developer for the Project if such default(s) is/are not cured during the applicable cure period, if any, and to exercise any other remedies described or referred to in this Agreement.

8.07 Employment Opportunity; Progress Reports. 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 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. Such reports shall be delivered to the City semi-annually. If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. 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, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has 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 shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to 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 Area or the Redevelopment Plan, or any consultant hired by the City or 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 Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended June 30, 2015 and each June 1st thereafter for the Term of the Agreement.

8.14 Insurance. 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, 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, 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 shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. 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 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 DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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. 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 Developer to any other person or entity. Developer shall immediately notify DPD 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 any other documents and agreements.

8.17 Compliance with Laws.

(a) Representation. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all Laws 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.

(b) Covenant. The Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws. Upon the City's request, the Developer shall provide evidence to the City of its compliance with this covenant.

8.18 Recording and Filing. 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. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, 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. 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, or may create a lien upon 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 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 forfeiture of the Property. 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. No such contest or objection shall 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 DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by 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) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by 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 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. With respect to the Property or the Project, nothing in this Agreement shall prevent Developer or any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, during the Term of this Agreement, from seeking or authorizing 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. Notwithstanding the foregoing, if at any time during the Term of this Agreement all or any portion of the Property or the Project is not exempt from real estate taxes (the "Non-exempt Property"), then the following provisions shall apply to the Non-exempt Property:

(i) Acknowledgment of Real Estate Taxes. Developer and the City may establish an exhibit to be attached to this Agreement and containing (A) the total projected minimum assessed value of the Non-exempt Property ("Minimum Assessed Value") for the years noted on the exhibit; (B) 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 Non-exempt Property for the years shown on the exhibit.

(ii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to 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 for the applicable year as shown in the exhibit described in Section 8.19(c)(i).

(iii) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to 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 the exhibit described in Section 8.19(c)(i).

(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 Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon 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. 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 Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Change in Use and Ownership. If applicable during the Term of this Agreement, 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. After delivery of the notification to the Cook County Assessor via certified mail, return receipt requested, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office. Additionally, the provisions of this Section 8.19 do not prohibit a change in use of portions of the Property so long as the Developer is in compliance with the Operating Covenant as set forth in Section 8.06(a) hereof, including if such change in use results in Non-exempt Property thereafter being exempt from the payment of real estate taxes.

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of 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.

8.21 Annual Compliance Report. Beginning with the issuance of the Milestone 1 Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report on or before June 30th; provided, however, that during years in which the Developer is submitting a Requisition Form, the Annual Compliance Report shall be submitted together with a Requisition Form.

8.22 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.

8.23 LEED Certification. The Developer has provided an affidavit that a Milestone, if subject to the LEED requirements, has achieved the Sustainability Requirement as evidenced by a stamped letter from a licensed design professional and a completed LEED checklist, substantially in the form of Exhibit F hereto;

8.24. FOIA and Local Records Act Compliance.

(a) FOIA. The 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 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 Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.21 (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 the 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 the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, 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. The 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, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

8.25 Job Readiness Program. Developer shall undertake a job readiness program to work with the City, through DPD's Workforce Unit, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer's business on the Property.

8.26 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of 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 the Final 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. 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 Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project 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 10.01, 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. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by Actual Residents of the City as specified in Section 2-92-330 of the Municipal Code (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, 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.

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 in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

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 DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, 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 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 DPD, 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.

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) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer 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 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 Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, 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 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.

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.

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. 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 (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 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-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, Developer (and any party to whom a contract is let by Developer in connection with the construction of the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the 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 accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the 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 Developer, on five 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 shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable. The parties agree to the extent that the Developer exceeds the MBE/WBE commitment for a Milestone Budget(s), and the Developer is able to adequately prove such overage(s), DPD will allow, for a single occurrence, the Developer to apply such overage(s) to a subsequent Milestone Budget if required to meet the MBE/WBE commitment for such Milestone Budget.

(g) Prior to the commencement of the Project and of each Milestone, 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 shall be required to attend this pre-construction meeting. During said meeting, 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, 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; and (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings (the "City Construction Compliance 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, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (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.

SECTION 11. 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 and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

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 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 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.

SECTION 12. INSURANCE

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, 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, 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:

Developer must furnish the City of Chicago, Department of Planning and Development, City

Hall, Room 1000, 121 North LaSalle Street, 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. 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 Developer to obtain and maintain the specified coverages. 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 30 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.

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 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 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.

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 Indemnitees 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) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) 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 is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) 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 violates 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. 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 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 Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall 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.

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 cure provisions of Section 15.03, shall 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, assets, 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 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 Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of 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 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 Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against 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, the Sinai Bonds or HUD Documents which default is not cured within any applicable cure period;

(i) the dissolution of Developer;

(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 thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) during the Compliance Period, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City; 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.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend or permanently discontinue disbursement of City Funds, 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. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

In the event of a sale or transfer of the Facility or any part thereof prior to the end of the Compliance Period (i) for any use other than a Health Care Facility or (ii) to a for-profit entity for the following uses: housing facilities for doctors, residents and employees, transitional housing and related programs designed to impact on the health of the community, health management services, home health agencies and human services programs, the Developer agrees to pay and remit to the City an amount equal to five percent (5%) of the gross amount of such sale, transfer, lease or other disposition based on the final executed settlement statement prepared in connection with such sale, transfer or other disposition, with such repayment amount not to exceed 110% of the total City Funds paid to the Developer.

15.03 Curative Period. In the event Developer shall fail 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 shall not be deemed to have occurred unless 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 Developer shall fail to perform a non-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 shall not be deemed to have occurred unless 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, 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:

(a) the only cure periods, if any, applicable to the Developer's failure to comply with the Jobs Covenant are those set forth in Section 8.06;

(b) there shall be no notice requirement or cure period with respect to an Event of Default arising from the Developer's failure to comply with the Operations Covenant; and

(c) there shall be no notice requirement or cure period with respect to Events of Default described in Section 8.20 (with respect to filing the Annual Compliance Report).

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 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 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 is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to 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 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 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 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 Developer's interest hereunder in accordance with Section 18.14 hereof, 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 obligations and liabilities of "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 Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall 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 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 Developer of the Final 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 DPD. After issuance of the Final Certificate, if a mortgagee or other permitted transferee executes a Subordination Agreement in which it subordinates its New Mortgage to the covenants contained in Sections 8.02, 8.06, 8.19, 8.20, 8.24 and 8.26, and Section 20, of this Agreement, then City consent is not required for the New Mortgage.

(d) Notwithstanding the foregoing, no City consent shall be required for a New Mortgage executed with respect to the HCH Property, or with respect to the Sinai Bonds, during the Term of this Agreement and such mortgage, if any, shall be deemed a Permitted 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 or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:	If to Developer:
City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	____________________ ____________________ ____________________ Attention: __________
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: ____________________ ____________________ ____________________ Attention: __________

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; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan or the Western/Ogden Redevelopment Plan 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 Developer by more than ninety (90) days past the timeframes set forth in Section 3.04 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 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 Developer from the City or any successor in interest 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.

18.05 Waiver. Waiver by the City or 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 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 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.

18.09 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.

18.10 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.

18.11 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.

18.12 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.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD'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, DPD 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 DPD in making all approvals, consents and determinations of satisfaction, granting a Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. 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 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 Section 8.01(j) (Permitted Transfers), Section 8.01(k) (Permitted Liens) Section 8.02 (Covenant to Redevelop), Section 8.06 (Operating and Jobs Covenants), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.24 (FOIA and Local Records Act Compliance) and Section 8.26 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of 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.

18.16 Force Majeure. Neither the City nor 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.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 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.

18.18 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.

18.19 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.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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)(a "Financial Interest"), 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, 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. 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.

18.21 Release of CHA Land Transfer Agreement Property. The City acknowledges and agrees to release this Agreement from that portion of the Property to be transferred at a future date by the Developer to the CHA pursuant to the terms and conditions of the CHA Land Transfer Agreement.

18.22 Subordination Agreement. Upon the request of the Developer, if required pursuant to the HUD Documents, the City shall agree to subordinate this Agreement to the security permitted under the HUD Documents pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

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

SINAI HEALTH SYSTEM,
an Illinois not-for-profit corporation

By:______________________________

Its:______________________________

CITY OF CHICAGO

By:__________________________
Andrew J. Mooney, Commissioner
Department of Planning and Development

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 Sinai Health System, 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 the Board of Directors of 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 ________________, ____.

____
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 Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him/her 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 ____________, 20___.

____
Notary Public

My Commission Expires__________

[(Sub)Exhibit "K" referred to in this Sinai Health System Redevelopment Agreement intentionally deleted.]

[(Sub)Exhibits "A-1", "A-2", "E", "I" and "N" referred to in this Sinai Health System Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "B-1", "B-2", "B-3", "B-4", "C", "D", "F", "G", "H-1", "H-2", "J", "L" and "M" referred to in this Sinai Health System Redevelopment Agreement read as follows:

(Sub)Exhibit "B-1".
(To Sinai Health System Redevelopment Agreement)

Sinai Property -- Legal Description.

Parcel 2A:

Lots 1, 2, 3, 4, 5 and 6 in the subdivision of Lots 1 and 2 in Block 6 in Cook and Anderson's Subdivision of the west half of the northwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2B:

Lots 1, 2, 3, 4 and 5 in J. Waska and Son's Subdivision of Lots 7 to 12, inclusive, in the subdivision of Lots 1 and 2 in Block 6 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 2C:

That part of Lot 3 and of Lot 4 (except the west 24.68 feet thereof) and of Lot 5 (except the east 41.32 feet thereof) lying southeasterly of the southeasterly line of West Ogden Avenue as widened, in Block 6 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 2D:

Lots 1 to 5, both inclusive, in the subdivision of Lot 6 in Block 6 (except that part taken for Ogden Avenue) of 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.

Also,

That part of West 15th Street and of the allies vacated according to ordinance passed on April 21, 1967 by the City of Chicago, excepting therefrom any part thereof falling within Lot 7 in Block 7 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 2E:

That part of Lot 7 (except that part taken from Ogden Avenue) in Block 6 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 2F:

That part of Lots 1 to 11, both inclusive, and of the 16.0 feet vacated alley east and adjoining said lots, lying north of the north line of West 15th Place, as widened, in the subdivision of Lots 8 and 9 in Block 7 of 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 2G:

Lots 1 to 6, both inclusive, in the subdivision of Lot 6 in Block 7 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 2H:

Lots 4, 5 and 6 in the subdivision of Lot 1 in Block 7 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 2I:

Lots 1, 2 and 3 in V. Lusk's Resubdivision of Lots 1, 2 and 3 in subdivision of Lot 1 in Block 7 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 2J:

Lots 1 to 20, both inclusive, in the subdivision of Lots 2, 3 and 5 and a resubdivision of Lot 4 in Block 7 of 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 2K:

That part of Lot 7 in Block 7 in Cook and Anderson's Subdivision aforesaid lying north of the north line of West 15th Place as widened, in Cook County, Illinois.

Parcel 2L:

That part of vacated South Fairfield Avenue lying across parts of Lots 4 and 5 in Block 6 of Cook & Anderson's Subdivision aforesaid, lying south of the south line of West Ogden Avenue, as widened, and north of the north line of West 15th Street, as dedicated, in Cook County, Illinois.

Parcel 2M:

That part of vacated West 15th Street bounded on the north by the south line of Block 6 of Cook and Anderson's Subdivision aforesaid and bounded on the south by the north line of Block 7 of the aforesaid subdivision and bounded on the west by the southerly extension of the west line of vacated South Fairfield Avenue aforesaid and bounded on the east by the west line of South Washtenaw Avenue as dedicated in the aforesaid subdivision, in Cook County, Illinois.

Parcel 2N:

That part of the vacated east and west 16 foot public alley bounded on the north by the south line of V. Lusk's Resubdivision aforesaid and by the south line of Lots 1 and 2 in the subdivision of Lots 2, 3 and 5 and a resubdivision of Lot 4 in Block 7 aforesaid and on the south by the subdivision of Lot 1 in Block 7 aforesaid and by the north line of said Lots 19 and 20 in the subdivision of Lots 2, 3 and 5 and a resubdivision of Lot 4 in Block 7 aforesaid and on the west by the southerly extension of the west line of a north and south vacated alley in Lot 2 of the last mentioned subdivision and on the east by the west line of South Washtenaw Avenue as dedicated, in Cook County, Illinois.

Parcel 3:

Lots 9 and 10 in Block 5 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, according to the plat thereof recorded September 21, 1854 (except that part of Lots 9 and 10 conveyed to City of Chicago for widening of Ogden Avenue and also excepting from said Lots 9 and 10 that part thereof condemned or used for alley purposes) all in Cook County, Illinois.

Property Addresses And Permanent Index Numbers:

Address	Permanent Index Numbers
2713 West Ogden Avenue	16-24-214-011-0000
2711 West Ogden Avenue	16-24-214-012-0000
2709 West Ogden Avenue	16-24-214-013-0000
2703 West Ogden Avenue	16-24-214-014-0000
2701 West Ogden Avenue	16-24-214-015-0000
2714 West 15th Place	16-24-214-016-0000
2744 West 15th Street	16-24-214-021-0000
2742 West 15th Street	16-24-214-022-0000
2705 West 15th Place	16-24-214-027-0000
2732 West 15th Street	16-24-214-028-0000
2722 West 15th Street	16-24-214-029-0000
2655 West Ogden Avenue	16-24-215-001-0000
1512 South California Avenue	16-24-221-001-0000
1513 South California Avenue	16-24-221-002-0000
1515 South California Avenue	16-24-221-003-0000
1517 South California Avenue	16-24-221-004-0000
1523 South California Avenue	16-24-221-005-0000
1529 South California Avenue	16-24-221-006-0000
2744 West 15th Street	16-24-221-007-0000
1500 South Fairfield Avenue	16-24-221-008-0000

Address	Permanent Index Numbers
2736 West 15th Place	16-24-221-009-0000
2734 West 15th Place	16-24-221-010-0000
2732 West 15th Place	16-24-221-011-0000
2730 West 15th Place	16-24-221-012-0000
2724 West 15th Place	16-24-221-015-0000
2722 West 15th Place	16-24-221-016-0000
2720 West 15th Place	16-24-221-017-0000
2718 West 15th Place	16-24-221-018-0000
2710 West 15th Place	16-24-221-021-0000
2745 West 15th Place	16-24-221-022-0000
2743 West 15th Place	16-24-221-023-0000
2741 West 15th Place	16-24-221-024-0000
2737 West 15th Place	16-24-221-025-0000
2735 West 15th Place	16-24-221-026-0000
2733 West 15th Place	16-24-221-027-0000
2731 West 15th Place	16-24-221-028-0000
2729 West 15th Place	16-24-221-029-0000
2727 West 15th Place	16-24-221-030-0000
2725 West 15th Place	16-24-221-031-0000
2723 West 15th Place	16-24-221-032-0000
2721 West 15th Place	16-24-221-033-0000
2719 West 15th Place	16-24-221-034-0000

Address	Permanent Index Numbers
2717 West 15th Place	16-24-221-035-0000
2715 West 15th Place	16-24-221-036-0000
2713 West 15th Place	16-24-221-037-0000
2711 West 15th Place	16-24-221-038-0000
2709 West 15th Place	16-24-221-039-0000
1510 West 15th Street	16-24-221-040-0000
1527 South California Avenue	16-24-221-041-0000
2726 West 15th Place	16-24-221-042-0000

(Sub)Exhibit "B-2".
(To Sinai Health System Redevelopment Agreement)

HCH Property -- Legal Description.

Parcel 1:

Blocks 5 and 6 (except the east 150 feet of Block 6 and except the west 35 feet of the east 185 feet of the south 180 feet of Block 6) in Hirsh and Young's Subdivision of the northwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian and also that part of vacated West 68th Street lying easterly of the east line of South California Avenue and westerly of the west line of South Washtenaw Avenue (except the east 150 feet of the south one half thereof, lying north of and adjoining Block 6) in Hirsh and Young's Subdivision of the northwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 2:

Vacated part of South Fairfield Avenue east of and adjoining the east line of Block 5 and west of and adjoining the west line of Block 6 in Hirsh and Young's Subdivision of the northwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, that part of said street being otherwise commonly described as that part of South Fairfield Avenue between the south line of West 68th Street and the north line of West 69th Street, Chicago in Cook County, Illinois.

Parcel 3:

Lots 13, 14, 15 and 16 in William H. Brittigan's Resubdivision of Lots 1 to 11, both inclusive, in Block 1 and Lots 1 to 11, both inclusive in Block 2 in CS Thornton's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4:

Lots 9 and 10 in William Brittigan's Resubdivision of Lot 1 to 11, both inclusive, in Block 1 and Lots 1 to 11, both inclusive, in Block 2, in CS Thornton's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 5:

Lots 11 and 12 in William Brittigan's Resubdivision of Lot 1 to 11, both inclusive, in Block 1 and Lots 1 to 11, both inclusive, in Block 2, in CS Thornton's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(Parcels 1 -- 5 comprise the Legal for Property a 69th and California)

Addresses And Permanent Index Numbers.

Address	Permanent Index Numbers
6801 South California Avenue	19-24-406-003-0000
2753 West 69th Street	19-24-413-001-0000
2751 West 69th Street	19-24-413-002-0000
2749 West 69th Street	19-24-413-003-0000
2747 West 69th Street	19-24-413-004-0000
2745 West Lithuania Plaza Court	19-24-413-005-0000
2743 West 69th Street	19-24-413-006-0000
2739 West 69th Street	19-24-413-007-0000
2737 West 69th Street	19-24-413-008-0000

[illegible]

[illegible] System [illegible] Agreement

Milestone Description

# Milestone	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

PROJECT MILESTONES DESCRIPTION

Milestone 1.

-- Sinai Community Institute (SCI)Build out of the 3rd Floor
Interior buildout of 26,000 g.s.f. to accommodate clinics for the Sinai Medical Group (SMG) and Access Community Health Network (ACHN) that had been housed in the outdated Kling Building. Construction was completed in early 2013 and clinics began operations in the new location in March 2013.

-- Cardiac Catheterization Lab Renovation
Significant renovation to 6,000 g.s.f. in the lower level of the Crown Pavilion to develop a new space for the Cardiac Catheterization Lab which had been previously housed in the lower level of the Olin-Sang Pavilion. The new location provides an improved patient care environment, improved patient access and capacity for future expansion. Construction was complete and the department began operations in this new location in November 2011.

-- Operating Room Fan Unit Replacement
Ventilation for the existing surgery suite and adjacent surgical ICU is provided by four fan systems. The ventilation unit serving the operating room had exceeded its useful life and was replaced in this project. The new system was designed to provide energy efficiency and redundancy within the new unit to create a more reliable system for this critical function. The project was completed and the fans put into service in 2011.

-- Kling Building Demolition
With the SMG and ACHN clinics relocating to the 3rd floor of the SCI building, the Kling building has been vacated and is no longer useful for healthcare purposes. The building (approximately 60,530 g.s.f) will be demolished in late 2014 and early 2015.

Milestone 2.

-- Interventional Radiology Renovation
The existing Interventional Radiology (IR) Suite is located on the 3rd floor of the Frankel Building. This building is one of the older buildings on campus and predominately houses laboratory space and support departments, but also contains a small component of direct patient care, including IR. Through the Sinai Tomorrow Project, patient care activities will be relocated from this facility to renovated space among other patient care services. To begin this process IR will be relocated to 7,400 g.s.f. of renovated space on the lower level of the Crown Pavilion immediately adjacent to the Cardiac Catheterization Lab. This will provide a more convenient, efficient and modern environment for care.

-- Psychiatric Emergency Department /Access Center Development - HCH Behavioral Health
Development of a call center and psychiatric emergency services in coordination with the Emergency Department services at Holy Cross Hospital. Work will require reconfiguration of existing facilities to support theses new programs.

-- Outpatient Services - HCH Behavioral Health
Development of outpatient behavioral health services in a facility owned by HCH and adjacent to the hospital and currently used for hospital-related support departments. Services include provision psychiatric assessments, medication management, mental health assessments, individual and group psychotherapy to all ages. Work will require reconfiguration and renovation of existing space.

-- Relocation of Gad's Hill Childcare Center and OP Psych, Part 1
Part 1 of this element involves relocation of the Gad's Hill childcare center from the 2nd floor to the SCI Building to a new location on Ogden Avenue approximately eight blocks to the west. Work includes desing and renovation of the existing one-story structure and modifications to the adjacent parking and grounds to support childcare. Relocation of the OP Behavioral Health program from the 2nd floor of the SCI building will be addressed in Part 2.

-- MSH Relocation & Renovations - Business Office Relocations Part 1
Part 1 of this element involves relocation of approximately 40,000 s.f. of the business office departments from Sinai (including Finance, Accounting, Revenue Cycle and Medical Records, among others.) Relocation of other departments will occur in subsequent Milestones as noted below.

-- MSH Infrastructure Upgrades

    -- Air handling unit replacement to address obsolete and energy in-efficient systems. New systems will also add some redundancy for operational reliability;

    -- Hot water system replacement to provide a reliable energy-efficient system.

Milestone 3.

-- Inpatient Bed Units Conversion (HCH)n, Part 1
Conversion of portions of existing inpatient bed floors at HCH from general medical/surgical or administrative use to inpatient psychiatry use. Work would include renovations within the Holy Cross Hospital bed tower of approximately 14,000 s.f. to create a secure unit with appropriate bed capacity, treatment areas and group activity areas to meet inpatient behavioral health program needs.

-- General Bed Renovations, Part 1:
-- Modernization of existing medical/surgical units
Of the four existing inpatient bed units in Olin-Sang remaining after the relocation of the critical care unit two will be modernized as Part 1 of the General Bed Renovation. Work will include renovated patient rooms, re-design of the nurse's station and general upgrades throughout the floors. This work will affect approximately 36,000 g.s.f. of building space,

-- Private patient rooms
As a component of the renovation work Sinai will convert approximately one floor of the semi-private patient rooms into private patient rooms.

-- Development of Observation Unit
To support the patient volume in the Emergency Department, an Observation Unit of approximately 8,000 g.s.f. is planned through renovation of space that will allow placement of patients with select diagnoses who are not likely to need to be admitted to an inpatient unit in an appropriate care environment outside of the general ED.

-- Renal Services
Renal Dialysis is currently located on the 5th Floor of the Frankel building. To improve efficient delivery of care for patients (and In keeping with the objective of moving patient-care activities out of this older facility) an outpatient dialysis center of approximately 2,500 s.f. will be developed in space outside of the inpatient facility. Work will include renovation of existing space in an a facility suitable for outpatient activities either adjacent to campus or nearby.

-- Emergency Power Generation & Distribution Systems Upgrades
Work will include upgrades to the emergency power generators, installation of emergency power distribution panels and devices, and reconfiguration of distribution to separate delivery into separate branches of services as required by current code.

Milestone 4.

-- Relocation of Gad's Hill Childcare Center and OP Psych, Part 2
Continuing the work begun in Part 1 During Milestone 2, the outpatient psychiatric services will be relocated from the 2nd floor of the SCI building to space renovated in facilities nearby but off-campus. The vacated space in SCI will then be developed for further outpatient clinic and support services.

-- Outpatient Imaging, Testing and Support Services in SCI, Part 1
In the space vacated by the relocation of Gad's Hill in Milestone 2, this work focuses on the creation of a new outpatient center through the rehabilitation and re-purposing of the SCI building, including:

-- New outpatient clinics: In addition to the clinic functions previously relocated from the Kling building to the 3rd floor of the SCI building, additional specialty clinics will be relocated from the Crown Pavilion to increase the range and capacity of services in the outpatient center and allow consolidation of inpatient services. This, along with other functional program elements noted below, will be accommodated through the renovation of approximately 26,000 g.s.f. of the 1st and 2nd floors of the building,

-- Diagnostic and testing services: Services include general radiology, obstetrical ultrasound and other diagnostic and testing routinely required in support of outpatient clinics,

-- Educational capacity: Programs will include patient education as follow-up to clinical services and would include food and nutrition planning and other health management topics.

-- Social and financial services: These include services to provide on-going support and guidance regarding healthcare issues as well as counseling regarding financial arrangements for services.

-- Building entry and exterior enclosure improvements: Work is planned to include renovation of the building entry to create better accessibility and a general waiting area. The exterior enclosure of the building will be modified to create better energy efficiency and transform the character of the building.

-- Relocation of CCU

The Cardiac critical care unit is currently located in the Kurtzon building which is the oldest building currently in-use for patient care. The projected plan is to relocate this function into 18,000 g.s.f. of renovated space in the Olin-Sang building which houses the majority of the inpatient bed units.

-- General Bed Renovations, Part 2

-- Modernization of existing medical/surgical units

-- The two inpatient bed units in Olin-Sang remaining after Part 1 of the renovations and the relocation of the critical care unit will be modernized to include renovated patient rooms, re-design of the nurse's station and general upgrades throughout the floors. This work will affect approximately 36,000 g.s.f. of building space.

-- Private patient rooms

-- As a component of the renovation work Sinai will convert approximately one bed unit from semi-private patient rooms into private patient rooms.

-- Oncology Services
Work involves renovation of approximately 1,600 s.f. of space within the SCI building to create an outpatient Oncology Infusion Center. The current center is located within the 6th floor of the Olin-Sang pavilion. The relocation will provide a more appropriate environment for this outpatient service as well as provide growth capability.

Milestone 5.

-- Inpatient Bed Units Conversion (HCH), Part 2
This is a continuation of Part 1 noted in Milestone 2 and would expand the Inpatient the number of inpatient psychiatry beds at Holy Cross Hospital. Work includes conversion of portions of existing inpatient bed floors at HCH from general medical/surgical or administrative use to inpatient psychiatry use. Approximately 14,000 s.f. will be renovated to create a secure unit with appropriate bed capacity, treatment areas and group activity areas to meet inpatient behavioral health program needs.

-- Relocation of SICU
The Surgical Intensive care unit is currently located in the Crown building in space that no longer functions well for this purpose. The projected plan is to relocate this function into 18,000 g.s.f. of renovated space in the Olin-Sang building which houses the majority of the inpatient bed units.

-- Relocation of Imaging Services
Imaging services are currently provided in the Frankel and Kurtzon buildings, the two oldest on campus, as well as the in the primary imaging center in Crown. As a result of relocation of outpatient services and other reconfigurations, approximately 20,000 s.f. of space in the Crown Building would be renovated to consolidate all imaging into the first floor of Crown.

-- Normal power switchgear upgrades to improve electrical service
Work involves installation of new electrical switchgear, and all associated wiring for incoming electrical service to the facility. This will provide increased reliability and redundancy to the electrical service of the facilities;

Milestone 6.

-- Outpatient Support Services, Part 2
Work will include renovation of approximately 14,000 s.f of space on the 2nd floor of the SCI building, as well as modifications and renovations to the functions on the 1st floor, to expand the capability of the outpatient center. Programs will include:

    -- Outpatient Support Services including Educational programs, Case Management, Financial Counseling and Workforce Development,

-- Specialty Clinics, Part 2 - clinics include ENT and Ortho, or others as appropriate to meet outpatient service needs.

-- Business Office Relocations, Part 2
Work will include relocation of the existing adult outpatient behavioral health services from the 2nd floor of the SCI building, relocation of the child outpatient behavioral health program currently on the 5th floor of the Nurses Residence and renovation in of a near 5gby community facility to co-locate these two functions. The space vacated in the SCI building will house programs developed for the Outpatient Center at SCI Part 2.

-- Infrastructure Upgrades, including:

-- Fire alarm system replacement to bring all buildings together with a single, technologically advanced system;

-- Air handling unit replacement. Part 2
The focus of the work is to address obsolete and energy in-efficient systems. New systems will improve temperature and humidity management along with indoor air quality, add redundancy and backup for operational reliability, and improve energy efficiency of plant operations.

Milestone 7

-- Food & Nutrition Services
As a result of the reconfiguration of functions on the 1st floor of Crown, including relocation of several outpatient activities to the SCI building and implementation of new methods of patient admitting, approximately 12,000 s.f. of the Crown building 1st floor will be renovated to accommodate the Food & Nutrition Services including the kitchen and cafeteria.

-- Kurtzon Building Demolition
Upon completion of the components noted above, the Kurtzon Building (approximately 159,000 g.s.f.) will be vacated and demolished. This will improve the operating cost structure of the organization by eliminating a building that is not energy efficient and not optimal for patient care. It also prepares the site for turnover to the Chicago Housing Authority in accordance with the Land Transfer Agreement for the development of mixed-income housing on the site.

Milestone 8

-- Exterior Repairs
Work includes repairs to the exteriors ofthe Frankel Building and Nurses Residence buildings as required following the demolition of the Kurtzon Building.

(Sub)Exhibit G-4

(Mt. Sinai Health System Redevelopment Agreement)

[illegible]

Milestone Completed	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		[illegible]	[illegible]	[illegible]		

(Sub)Exhibit G-5

(Mt. Sinai Health System Redevelopment Agreement)

TIF-Funded Improvements

Line Item	Cost
Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings, fixtures, leasehold improvements including green costs	$78,914,187

Note: All references to categories of TIF-Funded Improvements described in this exhibit are subject to the limitations and requirements of the TIF Act.

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[1] [illegible]

(Sub)Exhibit "[illegible]".
(To Sinai Health System Redevelopment Agreement)

Jobs And Occupancy Certificate

20

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: Jobs And Occupancy Certificate -- Sinai Health System Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to the Sinai Health Redevelopment Agreement dated as of ________, 20__ (the "Agreement") and constitutes the Jobs and Occupancy Certificate of the Developer for the period ended ________, ____ (each month, day and year) (the "Period"). The undersigned certifies that (a) the Developer continues to maintain the Facility at the Property in the City of Chicago, Illinois, (b) the Developer continues to maintain at least ________ FTEs at the Facility, (c) the Developer continues to maintain at least ______ PTEs at the Facility, and (d) each of the individuals listed in the chart below is either a FTE or PTE of the Developer at the Facility. Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

Sinai Health System

By:

Its:

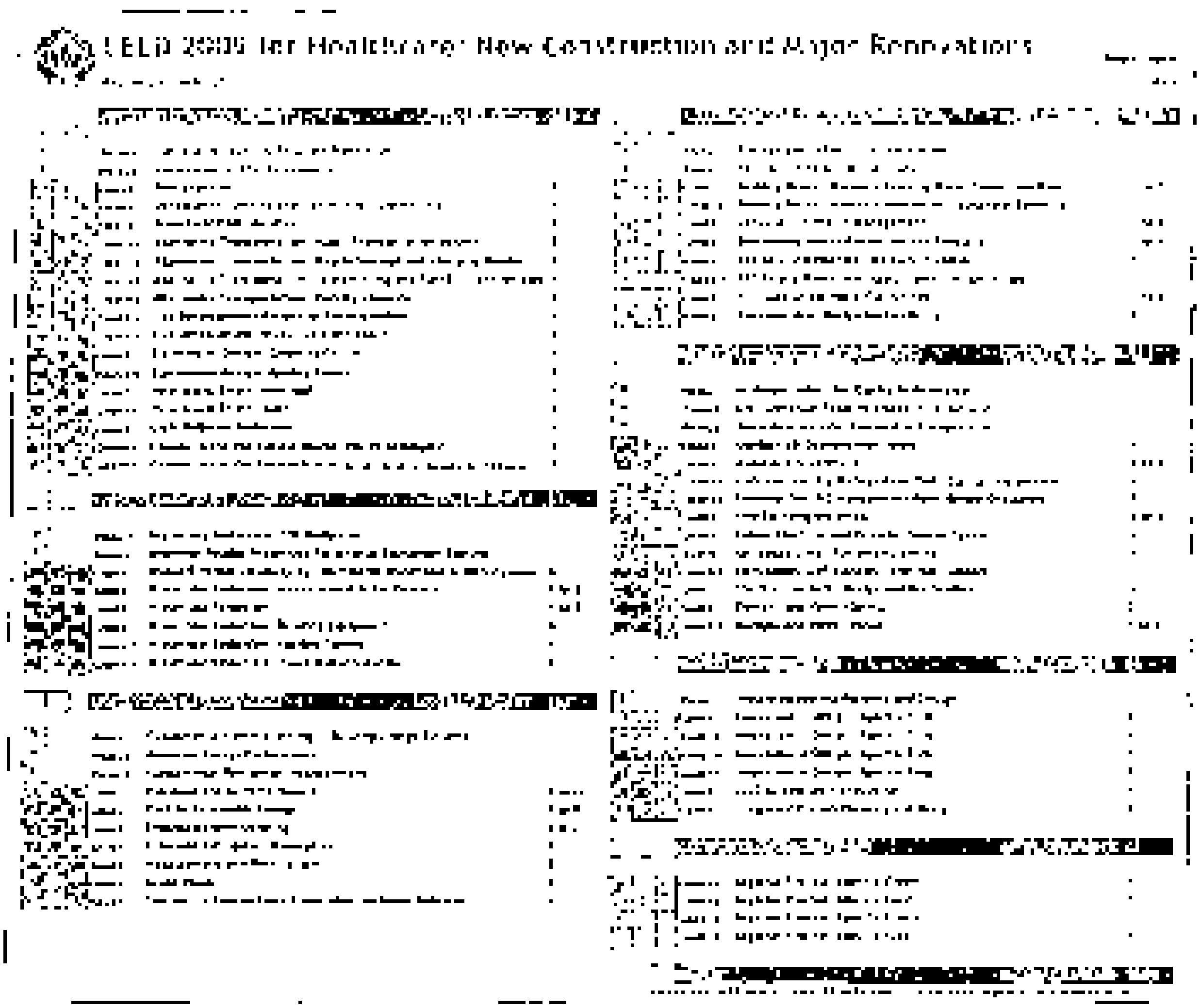
FTE and PTE Employees Located at the Facility
as of ________, 20__

The Developer certifies that for the individual listed below work hours total a minimum of 35 hours per week (FTE) of Developer on a regularly scheduled basis or works hours total a minimum of 15 hours per week (PTE) of Developer on a regularly scheduled basis.

(Sub)Exhibit F

To Sinai Health System Redevelopment Agreement

LEED Checklist



LEED 2009 for Healthcare: New Construction and Major Renovations

(Sub)Exhibit "G".

(To Sinai Health System 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:

   [________]

(Sub)Exhibit "H-1".

(To Sinai Health System Redevelopment Agreement)

Project Budget.

Demolition Costs:	$	6,845,850
Hard Costs:		
General Reqs/Design/Shops/General Liability	$	5,522,250
Conc/Mason/Floor Patch		2,548,980
Metals/Steel		589,160
Casework/Counters/Plastics		6,647,720
Thermal/Insulation/Corridor Protection		774,520
Doors/Windows/Shades/Hardware		2,605,230
Finishes/Flooring		10,150,350

Specialties	$ 1,069,760
Elevator Upgrades	1,884,280
Fire Suppression	861,220
Plumbing	6,234,080
HVAC	7,129,100
Electrical	10,637,500
Infrastructure Upgrades:	
Emergency Generator Replacement	$ 1,646,500
Fire Alarm Replacement	2,678,750
Hot Water System Replacement	94,933
Emergency Power Distribution Equipment	1,267,663
Frankel AHU Replacement	674,671
Normal Power Switchboard Replacements	3,856,232
Structural Mods/Supports/Re-Routes	281,251
Construction Contingency	7,120,000
Soft Costs:	
Design Fees	$ 6,000,000
Other Soft Costs (Consultants, Permits, Fees)	3,700,000
Soft Costs Contingency	950,000
FF&E	$ 7,500,000
FF&E Contingency	$ 730,000
TOTAL PROJECT COST (TPC):	$100,000,000

(Sub)Exhibit "H-2".
(To Sinai Health System Redevelopment Agreement)

MBE/WBE Budget.

Demolition Costs:	$ 6,845,850
Hard Costs:	
General Reqs/Design/Shops/General Liability	$ 5,522,250
Conc/Mason/Floor Patch	2,548,980
Metals/Steel	589,160
Casework/Counters/Plastics	6,647,720
Thermal/Insulation/Corridor Protection	774,520
Doors/Windows/Shades/Hardware	2,605,230
Finishes/Flooring	10,150,350
Specialties	1,069,760
Elevator Upgrades	1,884,280
Fire Suppression	861,220
Plumbing	6,234,080
HVAC	7,129,100
Electrical	10,637,500
Infrastructure Upgrades:	
Emergency Generator Replacement	$ 1,646,500
Fire Alarm Replacement	2,678,750
Hot Water System Replacement	94,933
Emergency Power Distribution Equipment	1,267,663

Frankel AHU Replacement	$ 674,671
Normal Power Switchboard Replacements	3,856,232
Structural Mods/Supports/Re-Routes	281,251
Construction Contingency	7,120,000
Soft Costs:	
Design Fees:	$ 6,000,000
TOTAL MBE/WBE BUDGET:	$87,120,000
TOTAL MBE at 24 percent:	$20,908,800
TOTAL WBE at 4 percent:	$ 3,484,800

(Sub)Exhibit "J".
(To Sinai Health System Redevelopment Agreement)

Opinion Of Developer's Counsel.

______________, ________.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Sinai Health System, an Illinois not-for-profit corporation (the "Developer"), in connection with the rehabilitation of certain facilities thereon located in the Sinai Health System 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) Sinai Health System Redevelopment Agreement (the "Agreement") of even date herewith, executed by 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 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 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 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 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 corporation duly organized, 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 corporation 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 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 Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of 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. [Intentionally Omitted.]

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 and 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 "L".

(To Sinai Health System Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, ________________, ________________ of Sinai Health System, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain Sinai Health System Redevelopment Agreement between the Developer 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 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 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.

Sinai Health System

By: ______________________________
Name

Title: ____________________________

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

____

My commission expires: ________________

Agreed and Accepted:

Name

Title: ________________________________

City of Chicago
Department of Planning and Development

(Sub)Exhibit "V".

(To Sinai Health System Redevelopment Agreement)

Form Of Subordination Agreement.

This Subordination Agreement ("Agreement") is made and entered into as of the ____ day of ___, ___ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a national banking association (the "Lender").

Witnesseth:

Whereas, ______________________, the ____ an Illinois not-for-profit corporation (the "Developer"), has purchased certain property located within the _____ Redevelopment Project Area at ____________, Chicago, Illinois 606__ and legally described on (Sub)Exhibit A hereto (the "Property"), in order to redevelop the facility (the "Facility") located on the Property (the redevelopment of the Facility and the Property as described above and the related Public Improvements are collectively referred to herein as the "Project"); and

Whereas, [list financing and security documents] as part of obtaining financing for the Project, the Developer (the "Borrower") and ______________ (the "Lender") have entered into the a certain ______________ dated as of ______________ 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 Note is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: ______________ (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements");

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06 and 8.19 of the Redevelopment Agreement (the "City Encumbrances");

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

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

with copies to:

[Insert Attorney Information]

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 business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: ______________________________

Its: ______________________________

City of Chicago

By: ______________________________

Its: ______________________________
Commissioner,
Department of Planning
and Development

Acknowledge and Agreed to this ____ day
of __________, ______.

Sinai Health System,
an Illinois not-for-profit corporation

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 Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the

Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her own 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 __________________, 201__.

____
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 __________, 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 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 __________________, 201__.

____
Notary Public

My commission expires: _________________

[Seal]

[(Sub)Exhibit "A" referred to in this Form of Subordination Agreement unavailable at time of printing.]

REDEVELOPMENT AGREEMENT WITH UI LABS FOR REHABILITATION AND CONSTRUCTION OF PROPERTY AT 1333 N. HICKORY AVE. FOR USE AS EDUCATION AND RESEARCH CENTER.

[O2014-7772]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 Planning and Development to enter into and execute a redevelopment agreement with UI LABS, 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, Pope, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), the City Council adopted three ordinances on July 10,1996: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Goose Island Redevelopment Project Area" (the "Plan"); (2) "An

Ordinance of the City of Chicago, Illinois Designating the Goose Island 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 Goose Island Redevelopment Project Area"; and

WHEREAS, UI LABS, an Illinois not-for-profit corporation (the "Developer"), entered into a lease for a space (the "Developer Space") within a property located at 1333 North Hickory Avenue, Chicago, for the purpose of operating an education and research center for digital manufacturing known as the Digital Manufacturing and Design Innovation Institute ("DMDII"). The Developer shall undertake substantial rehabilitation and reconstruction of the Developer Space and, once completed, will employ a number of full-time equivalent employees for the DMDII within the Developer Space for a compliance period (the "Project"); and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project; and

WHEREAS, Pursuant to Resolution 14-CDC-23, adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 10, 2014, the Commission recommended that the Developer be designated as the developer for the Project and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

SECTION 2. 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 Mayor of the City or a designee of the Mayor, and the Commissioner of DPD (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 (the "Redevelopment Agreement") between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof, 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 and approval.

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

Exhibit "A".
(To Ordinance)

UI LABS Redevelopment Agreement

This UI LABS Redevelopment Agreement (this "Agreement") is made as of ________________, 2014, by and between the City of Chicago, an Illinois municipal corporation (the "City"), by and through its Department of Planning and Development ("DPD"), and UI LABS, an Illinois not-for-profit corporation (the "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 July 10, 1996: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Goose Island Redevelopment Project Area" (the "Goose Island Plan Approving Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Goose Island 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 Goose Island Redevelopment Project Area" (the "Goose Island TIF Adoption Ordinance") (items (1)-(3) collectively referred to herein as the "Goose Island TIF Ordinances"). The redevelopment project area referred to above (the "Goose Island Redevelopment Area") is legally described in Exhibit A-1 hereto.

To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the North Branch (South) Redevelopment Project Area" (the "North Branch (South) Plan Approving Ordinance"); (2) "An

Ordinance of the City of Chicago, Illinois Designating the North Branch/South Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (iii) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the North Branch/South Redevelopment Project Area" (the "North Branch/South TIF Adoption Ordinance") (items (i) -- (iii) collectively referred to herein as the "North Branch/South TIF Ordinances"). The redevelopment project area referred to above (the "North Branch/South Redevelopment Area") is legally described in Exhibit A-2 hereto.

D. The Project. Developer has entered into a lease (the "Lease") with [illegible], LLC (the "Building Owner"), the owner of certain property within the Goose Island Redevelopment Area located at 1415 North Cherry Avenue, Chicago, Illinois (the "Property"), which Property is improved with an office building (the "Building") operated by the Building Owner. Developer intends to make the Property its primary business location.

Developer is an independent research, training and commercialization center that brings together academic leaders and students with business leaders for collaborations that combine research with commercial applications. Within the Developer Space (as defined below), Developer will operate an education and research center for digital manufacturing known as the Digital Manufacturing and Design Innovation Institute that connects to a network of manufacturing research sites across the United States for the purpose of fostering online networks of people, machines and factories in real time collaboration and analysis of large amounts of data during the design and manufacturing process, with the goal of increasing efficiency throughout supply chains.

The Lease commences on or about February 1, 2015 with right of entry to begin on or about September 1, 2014. Developer is leasing approximately 94,475 rentable square feet of space (the "Developer Space") within the Building for an initial period of 10 years (expiring January 31, 2025), subject to such early termination rights and renewal rights as are set forth in the Lease (the "Lease Term"). The Property and the Developer Space are legally described on Exhibit B hereto.

Beginning prior to the issuance of the Certificate (as defined below) and continuing until the date that is 10 years after the date the City issued the Certificate, Developer shall maintain its Primary Office (as defined herein) at the Developer Space, as set forth in more detail in Section 8.26 hereof.

Developer shall create a substantial public benefit by employing not fewer than 28 full-time equivalent employees (including all senior executive officers and employees) within the Developer Space during the entire Primary Office Maintenance Compliance Period (as defined in Section 8.26 hereof).

[illegible] Developer [illegible] the Developer [illegible] collectively referred to herein as the "Project"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

Developer hereby acknowledges that the Project and the terms of the Agreement [illegible] Redevelopment Area.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Goose Island Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") included in the Plan Approval Ordinance and published at pages [illegible] of the Journal of the Proceedings of the City Council for July 10, 1996.

F. Transfer Rights. Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use North Branch (South) Incremental Taxes (as defined below) from the North Branch (South) TIF Fund to pay for eligible redevelopment project costs located in the Goose Island Redevelopment Area because the North Branch (South) Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Goose Island Redevelopment Area (the "Transfer Rights"). To the extent required or desired by the City to provide the financial assistance (as such term is defined herein) to Developer under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer North Branch (South) Incremental Taxes from the North Branch (South) Redevelopment Area to the Goose Island TIF Fund (as defined herein).

G. City Financing. The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The recitals set forth in the preamble to this Agreement are incorporated herein. The section, paragraph and other headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. The Developer agrees to comply with the requirements set forth in the following exhibits which are attached hereto and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents

1. Recitals, Headings and Exhibits
2. Definitions
3. The Project
4. Financing
5. Conditions Precedent
6. Agreements with Contractors
7. Completion of Construction or Rehabilitation
8. Covenants/Representations/Warranties of Developer
9. Covenants/Representations/Warranties of the City
10. Developer's Employment Obligations
11. Environmental Matters
12. Insurance
13. Indemnification
14. Maintaining Records/Right to Inspect
15. Defaults and Remedies
16. Mortgaging of the Project
17. Notice
18. Miscellaneous

List of Exhibits

A-1	*Goose Island Redevelopment Area
A-2	*North Branch South Redevelopment Area
B	*Property and Developer Space
C	TIF-Eligible Improvements
D	[intentionally omitted]
E#	Construction Contract
F#	Escrow Agreement
G	Permitted Liens
H-1	*Project Budget
H-2	*MBE/WBE Budget
I#	Approved Prior Expenditures
J	Form of Opinion of Developer's Counsel
K	*Prior Obligations in Goose Island Redevelopment Area
L	Jobs Certificate
M	[intentionally omitted]
N	[intentionally omitted]
O#	Form of Payment Bond

* indicates which exhibits are to be recorded

# indicates which exhibits will not be included in the ordinance packet

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:

"Act" shall have the meaning set forth in the Recitals hereof.

[illegible]

[illegible] compliance with the Minimum [illegible] Covenant (Section 8.[illegible]), compliance with the [illegible] (Section 8.[illegible]), [illegible] evidence of payment of Non-Governmental Charges, if applicable (Section 8.15(b)), delivery of evidence of [illegible] and (8) compliance with the other provisions of the RDA.

"[illegible] Incremental Taxes" [illegible] each payment [illegible] equal to [illegible] of the Goose Island Incremental Taxes [illegible] the Goose Island TIF Fund as of December 31st of the calendar year prior to the year in which the Request for [illegible] for such payment is received by the City, and (b) 100% of the amount of outstanding [illegible] that has been paid [illegible] due to be paid for the calendar year prior to the year in which the City Funds payment is to be made by the City.

"Available Incremental Taxes from Transfer Rights" shall mean an amount equal to 100% of those Goose Island Incremental Taxes deposited in the Goose Island TIF Fund that are attributable to [illegible] City [illegible] from the North Branch South TIF Fund.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.1 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.3 and Section 3.5, respectively.

"City Council" shall have the meaning set forth in the Recitals hereof.

"[illegible]" shall have the meaning set forth in [illegible] hereof.

"City Fee" shall mean the fee described in Section [illegible] hereof.

"[illegible]" shall mean the [illegible]

"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.

"[illegible]" shall have the meaning set forth in Section [illegible] hereof.

"[illegible]" shall have the meaning set forth in Section [illegible] hereof.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit F, to be entered into between Developer and the General Contractor providing for construction of the Rehabilitation Project.

"Corporation Counsel" shall mean the City's Department of Law.

"Developer Sponsor" shall have the meaning set forth in the Recitals hereof.

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

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section [illegible] 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.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Rehabilitation Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Escrow" shall mean the escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a two party escrow, to be entered into as of the date hereof by the City and Developer with the Title Company (or an affiliate of the Title Company) as escrow agent, substantially in the form of Exhibit [illegible] attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

[illegible] Section 2 [illegible] Management [illegible].

"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.

"Full-Time Equivalent [illegible]" or "FTE" shall mean [illegible] position of Developer [illegible] with respect to [illegible] collectively, that requires [illegible] at least 35 hours per week and 1750 work hours per year, including holidays and vacation days, and that is located in the Developer Space during the applicable month. FTE shall not include persons employed by independent contractors or third party service providers or contractors. FTE shall also not include persons employed by Developer, an Affiliate or third parties responsible ancillary to Developer's operations such as food service workers, security guards, cleaning personnel or similar positions.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.1.

"Goose Island TIF Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Goose Island 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 Goose Island TIF Fund.

"Goose Island TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"Goose Island TIF Fund" shall mean the special tax allocation fund created by the Goose Island TIF Adoption Ordinance.

"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 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 4.3 hereof.

"Incremental Taxes" shall mean, collectively, Goose Island Incremental Taxes and, to the extent the City has exercised its Transfer Rights, North Branch South TIF Incremental Taxes.

"Indemnitee" and "Indemnitees" shall have the meaning set forth in Section 13.1 hereof.

[illegible] shall have the meaning set forth in Section 8.0[illegible] hereof.

"LEED Certification" shall mean a Commercial Interiors Certified certification (under 2009 version 3.0 (November 20[illegible]) under the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System maintained by the U.S. Green Building Council, for the Developer Space as a whole.

"Lease" shall have the meaning set forth in the Recitals hereof.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Rehabilitation Project, in the amount set forth in Section 4.01 hereof.

"Material Amendment" shall mean an amendment other than as described in the last sentence of this paragraph to of the Lease the net effect of which is to directly or indirectly do any of the following: (i) materially reduce, increase, abate or rebate base rent, other amounts deemed rent, operating expense payments, tax payments, tenant improvement allowances or credits or other monetary amounts payable (or monetary credits) under the Lease, or otherwise confer or take away any material economic benefit, in each case taking into account all direct economic effects under the Lease, or (ii) shorten the initial term of the Lease or grant additional early termination rights that, if exercised, would shorten the initial term of the Lease. Reductions or expansions of space pursuant to the express expansion or contraction rights granted in the Lease in effect as of the date hereof shall not constitute Material Amendments.

"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 H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Minimum Jobs Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"North Branch (South) Increment [illegible]" shall mean [illegible] Incremental Taxes [illegible] pursuant to the North Branch (South) TIF Adoption Ordinances and Section 5/11-74.4-8(b) of the [illegible] North Branch (South) TIF [illegible]

"North Branch (South) TIF Adoption Ordinances" shall have the meaning set forth in the Recitals hereof.

"North Branch (South) TIF Fund" shall mean the special tax allocation fund created by the North Branch (South) TIF Adoption Ordinances.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Rehabilitation Project, as submitted to the City as the basis for obtaining building permits for the Rehabilitation Project.

"Primary Office" shall mean that the Developer Space is the sole operational corporate office location of all executive offices and operations of the Developer or of any assignee of Developer or successor mortgagee of the Developer Space that has received the express prior written consent of the City, and therefore that the Developer Space is the primary office location of, at minimum, the following executive positions and titles: the Executive Director, the Chief Operating Officer, the Chief Financial Officer, the President, the General Counsel, the Corporate Secretary, and similar senior positions of Developer.

"Primary Office Maintenance Compliance Period" shall have the meaning set forth in Section 8.06 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 Rehabilitation Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" 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.

"Rehabilitation Project" shall have the meaning set forth in the Recitals hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Rehabilitation Project.

"Tax Diversion Project" shall have the meaning set forth in Section 8.27 hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending [illegible] years [illegible] of the [illegible] Compliance [illegible] Period.

"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.

"TIF-Funded Improvements" shall mean those improvements of the Rehabilitation 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 Rehabilitation Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean First American Title Insurance 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. Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction of the Rehabilitation Project no later than 30 days after the date this Agreement is fully executed, and (ii) complete construction and conduct business operations therein no later than 180 days after the date construction commences.

3.02 Scope Drawings and Plans and Specifications. Developer will deliver drafts of the Scope Drawings and Plans and Specifications for the Rehabilitation Project to DPD by September 22, 2014, and will deliver an updated set to DPD by October 20, 2014, for DPD's approval. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD 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. 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 Rehabilitation Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Rehabilitation Project in an amount not less than $16,500,000. Developer hereby certifies to the City that (a) the City Funds, together with [illegible] Section 3.01 [illegible] complete the Rehabilitation Project [illegible] Project Budget [illegible] the general [illegible] Project. Developer shall promptly deliver to DPD [illegible] any Change Order with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Rehabilitation Project must be submitted by Developer to DPD 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 Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net rentable square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Rehabilitation Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Rehabilitation Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). 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 Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall 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, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD 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 DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Rehabilitation Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports. Developer shall provide DPD with written quarterly progress reports detailing the status of the Rehabilitation Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04).

3.08 [Intentionally Omitted.]

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a 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. DPD 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. Subject to any approval and other rights of the Building Owner, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Rehabilitation Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Rehabilitation Project and other pertinent information regarding 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 Rehabilitation Project is estimated to be $16,580,000, 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) in the form of a grant from the Department of Commerce and Economic Opportunity	$6,500,000
Lender Financing	$0
City Funds (subject to Section 4.03)	$10,080,000
ESTIMATED TOTAL	$16,580,000

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Eligible Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs, including, without limitation, costs of TIF-Funded Improvements incurred prior to the date of this Agreement and that are set forth in Exhibit I hereto. Exhibit C sets forth, by line item, the TIF-Eligible Improvements for the Rehabilitation 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), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

[illegible]

Source of City Funds	Maximum Amount
Available Incremental Taxes from Goose Island Incremental Taxes and Available Incremental Taxes from Transfer Rights	$19,500,000

provided, however, that the total amount of City Funds expended for TIF-Eligible Improvements shall be an amount not to exceed the lesser of $19,500,000 or, if Developer should have actual Project costs that are less than the Project Budget set forth in Section [illegible], then the Maximum Amount of City Funds will be reduced by $1.00 for every $1.00 of Total Project costs that are below $[illegible]; and

provided further, however, that the Maximum Amount of City Funds shall be permanently reduced by an appropriate amount not to exceed $250,000 in the sole discretion of DPD if Developer fails to timely fulfill its MBE/WBE Commitment set forth in Section 10.03 hereof; and

provided further, that the $19,500,000 to be derived from the sources listed above shall be available to pay costs related to TIF-Eligible Improvements and allocated by the City for that purpose only so long as the amount of the Available Incremental Taxes from Goose Island Incremental Taxes and Available Incremental Taxes from Transfer Rights deposited into the Goose Island TIF Fund shall be sufficient to pay for such costs and the City has been reimbursed from Available Incremental Taxes from Goose Island Incremental Taxes and Available Incremental Taxes from Transfer Rights for the amount previously disbursed by the City for TIF-Eligible Improvements, if any.

The City shall use its Transfer Rights as follows:

Transfer Available Incremental Taxes from the Transfer Rights from the North Branch (South) TIF Fund into the Goose Island TIF Fund as necessary and as available, to the extent that Available Incremental Taxes from Goose Island Incremental Taxes are insufficient to fund payments of City Funds [illegible] made from [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
Within 15 days after all the Conditions for the [illegible] Payment have been fulfilled (estimated to occur during October, 2014)	[illegible]	- evidence that at least $[illegible] million of TIF-eligible expenses has been incurred by Developer; and - evidence that the General Contractor and Subcontractors are being timely paid and that their respective lien waivers are current
Within 15 days after all the Conditions for this Payment have been fulfilled (estimated to occur during December, 2014)	$[illegible] Million	- evidence that at least $[illegible] million of TIF-eligible expenses has been incurred by Developer; and - evidence of satisfactory internal security by Developer with respect to MBE, WBE, prevailing wage and City residency requirements; and - evidence that the General Contractor and Subcontractors are being timely paid and that their respective lien waivers are current
Within 15 days after all the Conditions for this Payment have been fulfilled (estimated to occur during February, 2015)	Not to exceed $3 million	- evidence that at least $[illegible] million of TIF-eligible expenses has been incurred by Developer; and - evidence that the General Contractor and Subcontractors are being timely paid and that their respective lien waivers are current
Within 15 days after all the Conditions for the Payment have been fulfilled	The remainder of City Funds	- evidence that at least $[illegible] million of TIF-eligible expenses has been incurred by Developer; and - evidence of satisfactory [illegible] Developer [illegible] MBE/WBE [illegible] and City residency requirements; and [illegible]

	evidence that the [illegible] Sales contract has been paid and other [illegible] (ii) DPD [illegible] City; and (iii) [illegible] Certificate

The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

4.05. Allocation Among Line Items. Disbursements for expenditures related to TIF-Eligible 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 DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06. Cost Overruns. If the aggregate cost of the TIF-Eligible Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Rehabilitation Project exceeds the Project Budget, 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-Eligible Improvements in excess of City Funds and of completing the Rehabilitation Project.

4.07. Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder (whether or not through the Escrow Agreement), Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD 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 amount payable to (or paid to) the General Contractor and/or subcontractors that have performed work on the Rehabilitation 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) Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(c) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(d) 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;

(e) 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

(f) the Rehabilitation Project is In Balance. The Rehabilitation Project shall be deemed to be in balance ("In Balance") only if the total of the available Rehabilitation Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Rehabilitation Project costs incurred or to be incurred in the completion of the Rehabilitation Project. "Available Rehabilitation 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 Developer pursuant to this Agreement. Developer hereby agrees that, if the Rehabilitation Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the Title Company or will make available (in a manner acceptable to the City), cash in an amount that will place the Rehabilitation 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 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 but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow 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.

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 DPD, and DPD 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 DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

[illegible]

[illegible] Redevelopment Plan [illegible] equity [illegible] Section [illegible] Redevelopment Project.

7.03 Evidence of Clean Title. [illegible]

Prior to the Closing Date, the Developer, at its own expense, has provided the City with searches as indicated in the chart below under the Developer's name [illegible] showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC search
Cook County Recorder	UCC search, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

7.04 Surveys. [Intentionally omitted]

7.05 Insurance. The Developer, at its own expense, has insured the Project in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

7.06 Opinion of 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. 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 set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

7.07 [Intentionally Omitted]

[illegible]

[illegible] Rehabilitation Project [illegible]

[illegible] Developer [illegible] DPD [illegible] specifications [illegible] placement [illegible] DPD [illegible] the Project.

5.13 Environmental Features. [Reserved]

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business, if any; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of Developer; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, in the City's 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 DPD, a description of all pending or threatened litigation or administrative proceedings involving 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 Leases. Developer shall have delivered to DPD a complete copy of the executed Lease, a complete copy of all other written agreements setting forth Developer's and Building Owner's understanding relating to Developer's installation and occupancy of the Developer System, and any amendments of agreements between Developer and the Building Owner (whether written or oral) in any way relating to the Developer System or the Lease.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Rehabilitation Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Eligible Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Rehabilitation Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Eligible Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. For Rehabilitation Project work other than the TIF-Eligible Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who submitted other than the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Rehabilitation Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Rehabilitation Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof. 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 Rehabilitation Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Rehabilitation Project in accordance with Section 6.01 above, for DPD'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 Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD 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 Rehabilitation Project which includes work on the public way, 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 Q hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. 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) (Equal Employment Opportunity), Section 10.02 (City Resident Construction Worker 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-Eligible Improvements shall be provided to DPD 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 the occurrence of the following:

(a) that the Developer Space has been completed in accordance with the terms of this Agreement; and

(b) that Developer has adequately evidenced to DPD the total Rehabilitation Project costs it has expended on the Rehabilitation Project; and

(c) that Developer holds a valid certificate of occupancy for the Developer Space; and

(d) that Primary Office Operations has been established by Developer in the Developer Space in accordance with the terms of this Agreement; and

(e) that Developer has met or exceeded the MBE/WBE, prevailing wage and City residency requirements of this Agreement for the Rehabilitation Project; and

(f) that at least 50 FTEs are employed at the Developer Space pursuant to the Minimum Jobs Covenant and demonstrated by the Minimum Jobs Certificate with DPD; and

(g) that Developer has not been paid City Funds to date that exceed the amount of TIF-Eligible Improvements actually incurred in connection with the Rehabilitation Project; and

(h) that Developer has provided the Title Company with final lien waivers, or the General Contractor's final sworn statement and final lien waivers and affidavit, for all amounts referenced in subsections (b) and (g) above; and

(i) that Developer has provided a written statement of its commitment to timely commence the job-training program with the Workforce Solutions Team required under Section 8.25 hereof; and

(j) that Developer has provided proof that it timely filed the Tax Division Requests as required in Section 8.27 hereof;

then, upon Developer's written request, DPD shall issue to Developer, **simultaneously with DPD's release of the final City Funds disbursement from the Escrow**, a Certificate in recordable form (which shall not be recorded without the Building Owner's written consent) certifying that Developer has fulfilled its obligation to complete the Rehabilitation Project in accordance with the terms of this Agreement. DPD shall respond to 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 Rehabilitation Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order

[illegible]

The Certificate relates only to the Rehabilitation Project. 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, 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 in 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 Developer Space (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 satisfied. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete Rehabilitation Project. If Developer fails to complete the Rehabilitation Project in accordance with the terms of this Agreement (including any applicable notice and cure provisions), 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-Eligible Improvements that are public improvements and to pay for the costs of TIF-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Eligible Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Eligible Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall 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 a [illegible] 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 or by-laws 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 Developer is now a party or by which Developer is now or may become bound;

(d) Developer remains bound by the Lease and is not in material breach at any point during it;

(e) Developer represents that during 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) 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) 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 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 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, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of [illegible]

[illegible]

(k) [intentionally omitted]

(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 pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code; and

(m) neither Developer nor any Affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable 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.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop, rehabilitate and build out the Developer Space 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 Rehabilitation Project, the Developer Space and/or Developer. This covenant runs with the leasehold interest of the Lease and is binding upon any transferee of the leasehold interest, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for or to reimburse Developer for its payment for the TIF-Funded Improvements as provided in this Agreement.

[illegible] Developer shall [illegible] the City [illegible] the Agreement [illegible] the Developer Space Area, the provisions of which [illegible] the City [illegible]; provided, however, that [illegible] effect on the [illegible] Project. Developer [illegible] Developer's [illegible] with the marketing [illegible] prior to its providing written [illegible] representation [illegible] information [illegible] the City [illegible] statement with respect thereto.

8.24 Job Creation and Retention; Covenant to Keep Business Office Within the City.

(a) Developer shall cause to be created, maintained, and kept (for the dates set forth herein), the following:

(i) prior to the issuance of the Certificate, [illegible] no fewer than 10 FTEs at the Developer Space (the "Minimum Jobs Covenant");

(ii) beginning after the issuance of the Certificate, and terminating on the date that is 10 years after the date the City issued the Certificate (the "Jobs Maintenance Compliance Period"), show evidence to the City on an annual basis that not fewer than 20 FTEs are located within the City at its Primary Office, of which the first five years must be at the Developer Space; and

(iii) beginning prior to the issuance of the Certificate, and terminating on the date that is 10 years after the date the City issued the Certificate (the "Primary Office Maintenance Compliance Period"), Developer shall maintain its sole Primary Office within the City, of which the first five years must be at the Developer Space.

(b) Developer shall file a Jobs Certificate, in the form set forth on [illegible], with DPD on or before the first day of the month that is one full month after completion of the Rehabilitation Project and on each anniversary of that date thereafter for the Term of the Agreement in conjunction with the Annual Compliance Report to be filed with DPD on the same dates, as set forth in Section [illegible] hereof, certifying as to compliance with the relevant provisions of this Section 8.24 for the prior calendar year. Each Jobs Certificate filed with the City shall [illegible] the job titles of the FTEs whose primary offices are located at the Developer Space.

(c) Developer shall be entitled to a single one-year cure period (a "Jobs Cure Period") during the Jobs Maintenance Compliance Period; provided, however, that the year of the Jobs Cure Period shall not count toward the required Jobs Maintenance Compliance Period.

(d) Notwithstanding anything that may be contained in this Agreement to the contrary, there shall be no cure period for a default of the Primary Office Maintenance Compliance Period.

[illegible]

8.07. Employment Opportunity; Progress Reports. 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. 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. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Total Project Cost). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08. Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09. Prevailing Wage. 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, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10. Arms-Length Transactions. Unless DPD 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 shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11. Conflict of Interest. Pursuant to 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 Area or the Redevelopment Plan, or any consultant hired by the City or 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 Developer's business, the Property or any other property in the Redevelopment Area.

8.12. Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2014 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. 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. Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Rehabilitation Project, the Developer Space 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 Developer Space or Rehabilitation Project; provided however, that if such Non-Governmental Charge 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 shall furnish to DPD, within 30 days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. 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 Developer Space (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 Charge at the time and in the manner provided in this Section 8.15(a));

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 Developer Space 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. 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 Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may

[illegible]
[illegible] this Agreement [illegible] remedies [illegible]

8.17. Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Developer Space 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 Developer Space. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18. Recording and Filing; Release. If Developer so requests, after the Closing Date Developer shall cause a memorandum of this Agreement to be recorded and filed in the office of the Cook County Recorder of Deeds only against the leasehold interest of Developer with respect to the Developer Space, and does not encumber the Property or impose any obligations on the Property owner or on any other occupants of the Property. If so recorded, Developer shall immediately transmit to the City an executed original of the memorandum of Agreement showing the date and recording number of record. This memorandum shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof. The City agrees that, upon the earlier to occur of (i) its receipt of evidence of the termination or expiration of the Lease or (ii) the termination or expiration of this Agreement, then it shall record a release of the Agreement with the office of the Cook County Recorder of Deeds. Developer shall pay all fees and charges incurred in connection with any such recording.

8.19. Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. 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 Developer Space or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Developer Space 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 Developer, the Developer Space 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 forfeiture of the Developer Space. Developer's right to challenge real estate taxes applicable to the Developer Space 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 [illegible]

[illegible] Developer's [illegible] Governmental Charge [illegible] and [illegible] provided [illegible]

[illegible] contested [illegible] Developer [illegible] to contest [illegible] by appropriate [illegible] of [illegible] requirements set forth and provided herein.

[illegible] such sale [illegible] sufficient undertaking as may be required or permitted by law to accomplish a stay of any [illegible] of the Developer Space [illegible] to pay and discharge [illegible] penalties upon the adverse determination of such contest.

[illegible] Developer's Failure [illegible] Pay [illegible] Governmental Charges [illegible] Developer shall advise DPD thereof in writing, at which time DPD may, [illegible] and without waiving or releasing any obligation [illegible] under this Agreement, [illegible] such payment or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph is not intended 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.

[illegible] Real Estate Taxes.

[illegible] With respect to the Developer Space or the Redevelopment Project, neither [illegible] agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of the Agreement, seek, or authorize [illegible] exemption [illegible] Illinois Constitution, Article IX, Section 6 (1970) [illegible] the Redevelopment Plan [illegible]

[illegible] Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of the Agreement, directly or indirectly, [illegible] of all or any portion of the Developer Space or [illegible]

[illegible]

[illegible]

8.19 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.

8.20 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DPD the Annual Compliance Report within 60 days after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Inspector General and Legislative Inspector General. It is the duty of the 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 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. Developer represents that it understands and will abide by all provisions of Chapter 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 [illegible]

[illegible]

[illegible] Local Records Act [illegible]

[illegible] information [illegible] FOIA [illegible] Developer [illegible] produce records [illegible] FOIA [illegible] City [illegible]

(b) Exempt Information. Documents that Developer submits to the City under [illegible] trade secrets and commercial or financial information [illegible] exempt [illegible] result in competitive harm. However, for documents submitted by Developer to be treated as [illegible] that would cause competitive harm, [illegible] "proprietary, privileged or confidential" [illegible] documents as "proprietary, privileged and confidential" [illegible] whether such documents are in fact exempt [illegible] FOIA [illegible] the exempt [illegible] determination [illegible] by the Illinois Attorney General's Office [illegible] 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 [illegible] the City in its compliance with the Local Records Act.

8.28 [illegible] Agreement, Developer shall [illegible] a Material Amendment [illegible] consent of DPD, which consent shall be in DPD's sole discretion.

8.29 [illegible] Retail [illegible] Project, Developer shall [illegible] with the City [illegible] plan for the Project.

8.30 [illegible] Developer [illegible] Space [illegible] Project [illegible] Developer [illegible]

[illegible]

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. 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 Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Rehabilitation 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 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 Rehabilitation 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 Rehabilitation 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. 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 Rehabilitation Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Rehabilitation Project shall 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 shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

[illegible] standards and procedures developed by the Chief Procurement Officer.

"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.

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 Rehabilitation Project. Each Developer, the General Contractor and each subcontractor 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 DPD in triplicate, which shall identify clearly the actual address of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, 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 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 Rehabilitation Project.

At the direction of DPD, 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.

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) 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 Rehabilitation 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 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 Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement.

[illegible]

Developer shall comply with [illegible] Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246 and Standard Federal Equal Employment Opportunity, Executive Order 11246 [illegible]

[illegible] shall be included in all construction contracts and subcontracts related to the Rehabilitation 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 Rehabilitation 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 10.03, during the course of the Rehabilitation Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs or 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 Developer in connection with the Rehabilitation Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Rehabilitation Project) shall be deemed a "contract" or a "construction project" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, 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 Rehabilitation 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 Rehabilitation Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE [illegible]

[illegible] 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) [illegible] Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(c) The Developer shall deliver quarterly reports to the City's monitoring staff during the Rehabilitation Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Rehabilitation Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Rehabilitation 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. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Rehabilitation Project for at least five years after completion of the Rehabilitation Project and the City's monitoring staff shall have access to all such records maintained by Developer, on five 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 Rehabilitation Project.

(d) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, 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 (d), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(e) 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, as applicable.

(f) Prior to the commencement of the Rehabilitation 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 shall be required to attend this pre-construction meeting. During said meeting, 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 Rehabilitation 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) [illegible]

[illegible]

SECTION 11. ENVIRONMENTAL MATTERS

[Intentionally Omitted]

SECTION 12. INSURANCE

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 this 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 is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction. Prior to the construction of any portion of the Rehabilitation Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Rehabilitation 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 a service under this Agreement and Employers Liability coverage with limits of not less than [illegible] 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 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 Developer shall 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, 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, 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 Redevelopment Project. The City 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

[illegible]

[illegible] 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.

[illegible] Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer or the contractor must provide Contractor's 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 is to be named as an additional insured.

c) Post Closing: All Risk Property Insurance at replacement value of the Developer Space to protect against loss of, damage to, or destruction of the Developer Space. The City is to be named as an additional insured and loss payee/mortgagee.

d) Other Requirements

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, 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. Developer must submit evidence of insurance on the City 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. 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.

[illegible] be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, 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 this Agreement or by law.

Any insurance or self insurance programs maintained by the City do not contribute with insurance provided by Developer under this 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.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor or 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 Indemnitees 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) 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 Contractor, 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, [illegible] the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the 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 wrongful 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 Developer Space 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 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, assets, 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) Intentionally Omitted;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of 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 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 Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 60 days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for 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) Developer has not delivered evidence satisfactory to the City of its [illegible] within the time period specified in Section 8.2[illegible];

(j) the dissolution of Developer;

(k) [illegible] of Developer [illegible] with the City in violation of Section 2-156-030(b) of the Municipal Code, which violation shall render the Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

[illegible]

[illegible] the City [illegible] Developer. [illegible]

15.03 Curative Period. In the event Developer shall fail 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 shall not be deemed to have occurred unless 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 Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of the Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless 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 day period, 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 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Notwithstanding anything in this Section 15.03 to the contrary, there shall be no cure period under this Section 15.03 with respect to Developer's failure to comply with [illegible] of Section [illegible] hereof, except as provided in Section [illegible].

SECTION 16. MORTGAGING OF THE PROJECT

Intentionally Omitted

SECTION 17. NOTICE

[illegible] at the addresses set forth below, [illegible] been received [illegible]

If to the City:

City of Chicago
[illegible]
[illegible]

If to the Developer:

[illegible]
[illegible]

[illegible]
[illegible]

[illegible]
[illegible]
Chicago, Illinois [illegible]
Attention: [illegible]

[illegible]

[illegible]
[illegible]
Chicago, Illinois [illegible]
Attention: [illegible]

With Copies To:

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

With Copies To:

[illegible] LLC
One North Wacker Drive, Suite 4800
Chicago, Illinois 60606
Attention: [illegible]

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; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan 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 this 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 Site or character of the Project or any activities undertaken by Developer affecting the Site, the Project, or both, or increases any time agreed for performance by the Developer 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.

[illegible]

8.04 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.

8.05 Waiver. Waiver by the City or 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 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 of such parties' rights or of any obligations of any other party hereto as to any future transactions.

8.06 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.

8.07 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.

8.08 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.

8.09 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.

8.10 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.

8.11 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.

18.12 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 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD'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, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City to act as the Commissioner shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. 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 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. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of 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.

18.16 Force Majeure. Neither the City nor 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.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 Developer has locations in the State.

[illegible]

[illegible]

[illegible] including attorney's fees, incurred in connection with the enforcement of the provisions of the Agreement [illegible]

18.23 Business Relationships. 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 for "Financial Interest"), 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, 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. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

[illegible] appear on the following page.

By:________________________________

Its: Executive Director

CITY OF CHICAGO, by and through its Department
of Planning and Development

By:______________________________
Andrew J. Mooney, Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, __________________________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Caralynn Nowinski, personally known to me to be the Executive Director of UI LABS, 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 the Board of Directors of 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 ________________, 2014.

____
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 his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of , 2014.

Notary Public

My Commission Expires

[(Sub)Exhibits "D", "M" and "N" referred to in this UI LABS Redevelopment Agreement intentionally omitted.]

[(Sub)Exhibits "E", "F", "I" and "O" referred to in this UI LABS Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A-1", "A-2", "B", "C", "G", "H", "J-1", "J-2", "J-3", "K" and "L" referred to in this UI LABS Redevelopment Agreement read as follows:

(Sub)Exhibit "A-1".
(To UI LABS Redevelopment Agreement)

Legal Description Of Goose Island Redevelopment Area.

That part of the east half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, described as follows:

> commencing at the east quarter corner of Section 5 aforesaid, being the centerline intersection of North Halsted Street and West Division Street; thence south along the centerline of North Halsted Street to the northerly seawall of the north branch of the Chicago River; thence northwesterly along said seawall to the west line of North Halsted Street for a point of beginning; thence continuing northwesterly along said seawall to the north line of West Division Street; thence east along said north line, to the east line of North North Branch Street; thence northwesterly along said east line to the south line of West Eastman Street; thence northeasterly along said south line and its extension to the east line of North Cherry Avenue; thence north along said east line to the easterly projection of the south line of Lot 11 in Block 50 in Elston's Addition to Chicago in the west half of the northeast quarter of Section 5 aforesaid; thence west along said projected south line to the southwest corner of Lot 11 aforesaid; thence northerly along the west line of Block 50 to the northwest corner of Lot 4 therein; thence east along the north line of said Lot 4 to the southwest corner of Lot 3; thence north along the west line of Lots 3, 2 and 1 to the northwest corner of Lot 1; thence east along the north line of Lot 1, and along the southerly seawall of the North Branch Canal to the property line between CMC Properties to the west and Waste Management Corporation to the east; thence southerly and southeasterly along said common property line to the north line of West Division Street; thence east along said north line to the westerly seawall of the North Branch Canal; thence southeasterly along said seawall to the south line of West Division Street; thence west along said south line to the easterly line of North Hickory Avenue; thence southeasterly along said easterly line to the said westerly projection of the northerly line of West Haines Street; thence northeasterly along said north line to the westerly line of North Hooker Street; thence southeasterly along said westerly line to the southerly line of West Haines Street; thence northeasterly along said southerly line to the west line of North Halsted Street; thence south along said west line to the point of beginning.

(Sub)Exhibit "A-2".
(To UI LABS Redevelopment Agreement)

Legal Description Of North Branch (South) Redevelopment Area.

That part of Section 5, Township 39 North, Range 14, and Section 32 Township 40 North Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the west line of Halsted Street with the north seawall of the north branch of the Chicago River; thence northerly, along said seawall to the northwest corner of Lot 4, Block 50 in Elston's Addition to Chicago; thence east to the southwest corner of Lot 3 in Elston's Addition to Chicago; thence north, along the west lines of Lots 3, 2 and 1 in Elston's Addition to Chicago, to the northwest corner of said Lot 1; thence east along the north line of Lot 1 and along the southerly and westerly seawall of the North Branch Canal to the northerly line of Evergreen Avenue extended westerly; thence easterly, along said extended line and the northerly line of Evergreen Avenue to the easterly line of Kingsbury Street; thence northerly, along the easterly line of said Kingsbury Street to the south line of the north 40.0 feet of Lot 9 in Block 7 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago, as extended west; thence easterly, along said line to a point 115.0 feet easterly of the easterly line of Kingsbury Street; thence northerly parallel with Kingsbury Street, 47.0 feet; thence easterly, along the south line of the north 40.0 feet of Lot 17 in Block 7 and its extension west, in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago, to the westerly line of Marcey Street; thence southerly, along the west line of Marcey Street to the westerly extension of the southerly line of Lot 7 in Block 6 in said subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago; thence easterly, along said extended line and the southerly line of Lot 7 in Block 6, the southerly line of Lot 20 in Block 6 and its extension easterly to the center of Clybourn Avenue; thence northerly along said center of Clybourn Avenue to the center of Wisconsin Avenue; thence westerly along said center of Wisconsin Avenue to the easterly line of Marcey Street; thence northerly along the easterly line of Marcey Street to the southwest corner of Lot 5 in Block 5 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago; thence easterly along the southerly line of Lot 5 in Block 5, Lot 24 in Block 5 and its extension east, in said subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago, to the center of Clybourn Avenue; thence northerly along the center of Clybourn Avenue to a point that is at right angles to the northeast corner of Tax Parcel Number 14-32-132-011; thence westerly at right angles to the center line of Clybourn Avenue to the northeast corner of said tax parcel; thence southwesterly along said tax parcel and its extension to the east line of a public alley; thence northerly along said alley line to the center of vacated Lakewood Avenue; thence westerly along the center of vacated Lakewood Avenue to the easterly line of Kingsbury Avenue; thence southerly along the easterly line of Kingsbury Avenue to the southerly line of Magnolia Avenue; thence westerly along the southerly line of Magnolia Avenue, 20.0 feet; thence southerly, parallel with the easterly line of Kingsbury Avenue to the north line of Cortland Avenue; thence west along the north line of Cortland Avenue to the west line of Lot 11 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago extended north; thence southerly along the west line of Lot 11 extended, the west line of Lot 11 and the northwesterly line of Lot 11 and its extension to the center of the north branch of the Chicago River; thence westerly and northerly along the center of the north branch of the Chicago River to the center of Cortland Avenue; thence west along the center of Cortland Avenue to the east line of the Chicago and Northwestern Railroad; thence southerly along the easterly lines of the Chicago and Northwestern Railroad to the south line of Division Street; thence west along the south line of Division Street to the west line of the Chicago and Northwestern Railroad; thence south along the west line of the Chicago and Northwestern Railroad to its intersection with the west line of Throop Street; thence south along the west line of Throop Street to the south line of Cortez Street as extended from the east; thence east along said extended line and the south line of Cortez Street to the east line of the Chicago and Northwestern Railroad; thence southerly along the easterly line of the Chicago and Northwestern Railroad to the south line of a 22.0 foot public alley in Block 17 in Elston's Addition to Chicago; thence east along the south line of the public alley to the west line of a 16.0 foot public alley in said Block 17; thence south along the west line of the public alley and its extension south, to the center of Augusta Boulevard; thence east along the center line of Augusta Boulevard to the west line of Elston Avenue; thence south along the west line of Elston Avenue to the northerly line of the Chicago and Northwestern Railroad; thence easterly along the northerly line of the Chicago and Northwestern Railroad to the west line of May Street extended north; thence south along said line and along the west line of May Street to the south line of Fry Street; thence east along the south line of Fry Street to the east line of Carpenter Street; thence north along the east line of Carpenter Street to the southeasterly line of Ogden Avenue; thence northeasterly along the southeasterly line of Ogden Avenue to the northerly line of the Chicago and Northwestern Railroad; thence east along the north line of the Chicago and Northwestern Railroad to the west line of Halsted Street; thence north along the west line of Halsted Street to the place of beginning, excepting therefrom that part described by beginning at the intersection of the center of North Avenue and the east line of Throop Street; thence north along the east line of Throop Street 666.10 feet to an angle in Throop Street; thence northeasterly 267.30 feet to a point that is 72.57 feet northerly of the intersection of the west line of Magnolia Avenue and the north line of Lot 29 Block 2 in the Subdivision of Part of Sheffield's Addition to Chicago Recorded October 22, 1856 extended west; thence southerly to said point of intersection; thence east, along the extension of the north line of said Lot 29, the north line of Lot 29 and its extension east, to the center of the north branch of the Chicago River; thence southerly along the center of the north branch of the Chicago River to the center of North Avenue; thence west along the center of North Avenue to the point of beginning, all in Cook County, Illinois.

(Sub)Exhibit "B".
(To UI LABS Redevelopment Agreement)

Property

Property And Developer Space.

Lots 1 and 2 in Owner's Subdivision of all that part of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, lying south and west of the North Branch Canal, north of Division Street and east of Cherry Avenue (except Block 59 in Elston's Addition to Chicago and except Weed Street and except Hickory Avenue, and except Hooker Street from north line of Division Street to north line of Weed Street and except Weed Street from west line of Hooker Street to east line of Hickory Avenue).

Except therefrom that part of said Lots 1 and 2 which lies northeasterly and easterly of the following described line:

beginning on the southeasterly line of said Lot 2 at a point 121.5 feet northeasterly from the southwesterly corner of said Lot 2 and running thence northwestwardly along a line parallel with the southwesterly line and a northwardly extension of said southwesterly line of said Lot 2 a distance of 196.84 feet to a point which is 31.36 feet, measured perpendicularly, east from the west line of said Lot 1 and thence northwardly along a straight line a distance of 157.47 feet to a point on the northerly line of said Lot 1, which is 12.55 feet measured perpendicularly east from the west line of said Lot 1, all in Cook County, Illinois.

Parcel 2

A tract of land composed of a part of each of Lots 5, 6, 7 and 8 together with all of Lots 11 and 12 all in Owner's Subdivision of all that part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, lying south and west of the North Branch Canal, north of Division Street and east of Cherry Avenue, (except Block 59 in Elston's Addition to Chicago, and except Weed Street and except Hickory Avenue, and except Hooker Street from the north line of Division Street to the north line of Hooker Street to the east line of Hickory Avenue) lying southwesterly of the following described line:

Beginning on the northwesterly line of Lot 5 in said Owner's Subdivision at a point 47.29 feet, measured along said northwesterly line, northeast from the northwesterly corner of said Lot 8 said point also being 115.03 feet, measured along the southeasterly line of Lot 5 in said Owner's Subdivision, northeast from the southwesterly corner of said Lot 8; thence northwestwardly along a straight line a distance of 1,344.51 feet to an intersection with the northwesterly line of said Lot 11 in Owner's Subdivision aforesaid, at a point which is 112.57 feet, measured along said northwesterly line, northeast from the northwesterly corner of said Lot 11, in Cook County, Illinois.

Address

1415 North Hickory Avenue
Chicago, Illinois 60642

Permanent Index Numbers

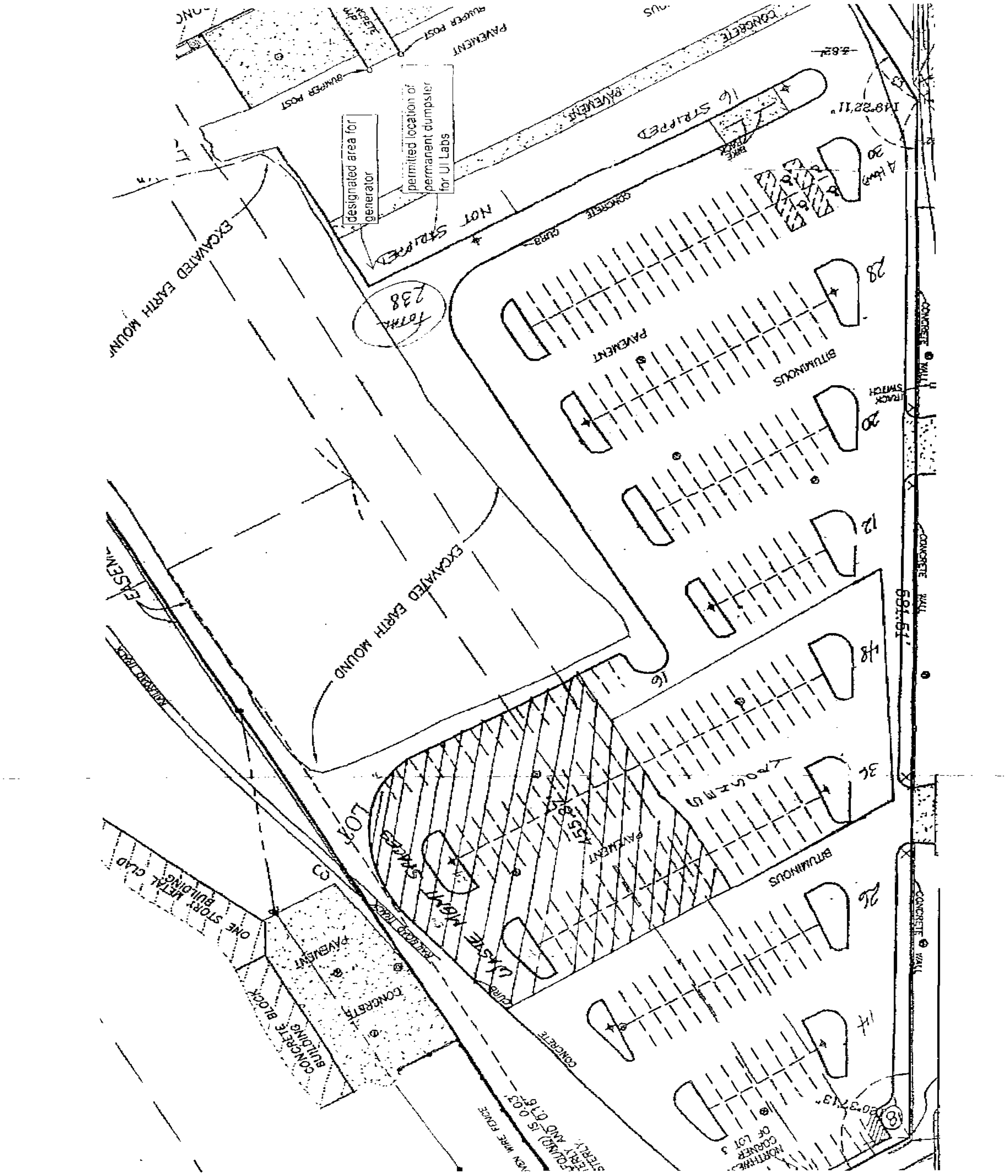
17-05-216-026-0000; and
17-05-216-025-0000

Developer Space

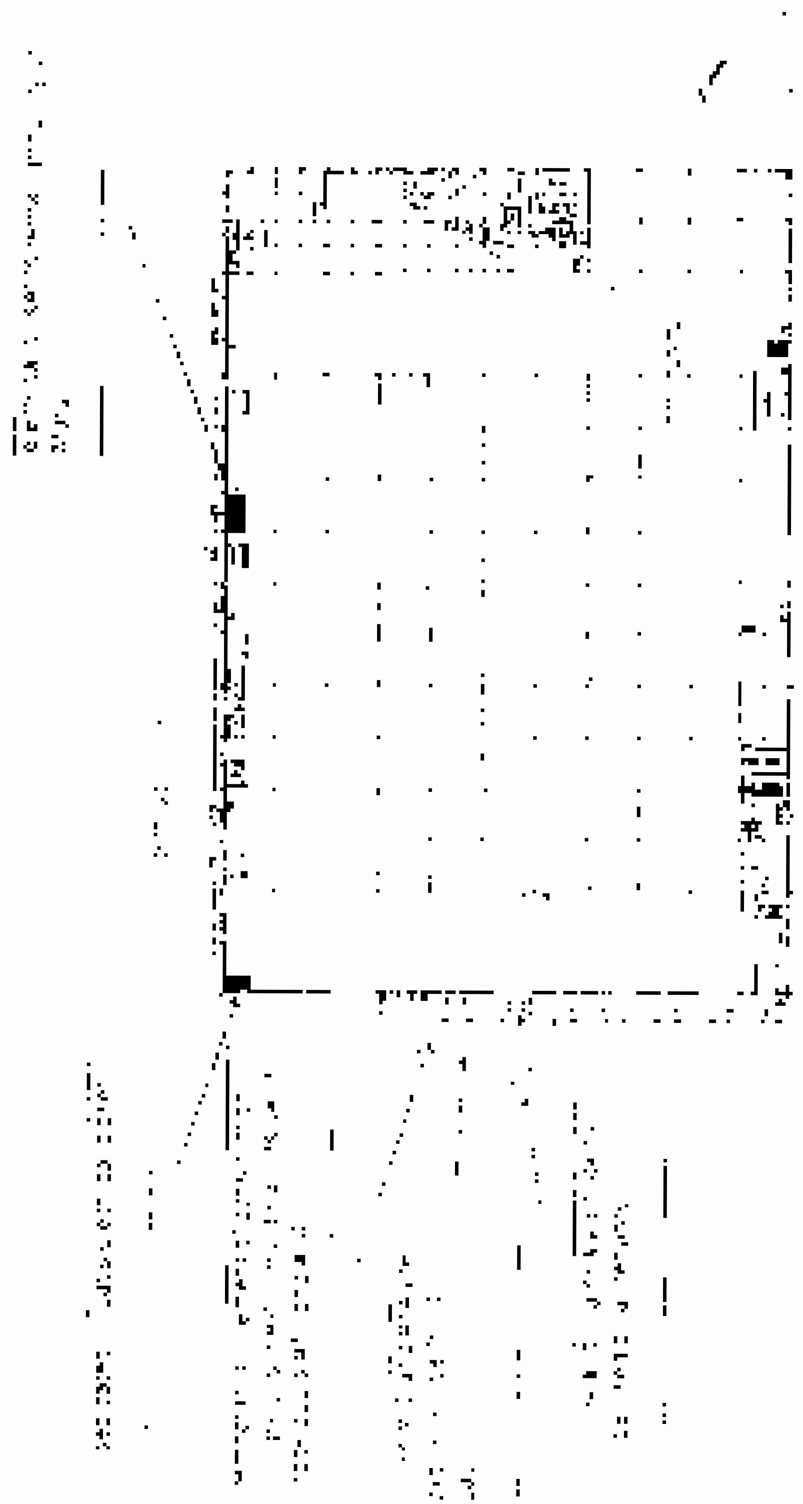
Developer's interest as a lessee pursuant to [illegible] dated June 27, 2014, between Developer and [illegible] LLC with respect to approximately 94,470 rentable square feet in that certain building located on the real property legally described above, as shown on the following two pages of drawings.

[Drawings referred to in this Property and Developer Space printed on pages 89186 and 89187 of this *Journal*.]

Drawings.
(To Property And Developer Space)
(Page 1 of 2)



Drawings
(To Property And Developer Space)
(Page 2 of 2)



(Sub)Exhibit "C".
(To UI LABS Redevelopment Agreement)

TIF-Eligible Improvements.

Line Item	TIF-Eligible Improvements
Hard Costs:	
Drywall, Acoustic and Carpentry	$ 1,296,000
Elevators and Escalators	0
Concrete Floors (Interior)	130,000
Mechanical Systems	2,125,000
Thermal and Moisture Protection	57,000
Doors and Windows	534,000
Site Prep-Earthwork	0
Carpet and Painting	593,000
Metals	695,000
Electrical	2,053,000
Structured Cabling Infrastructure	500,000
Plumbing	534,000
Specialties	0
Exterior Concrete	0
Landscape	0
Pedestrian Access (Public)	50,000
Masonry	40,000

Line Item	TIF-Eligible Improvements
Asphalt Paving	$ 0
Millwork	201,000
Fences and Gates	30,000
Demolition	243,000
Project Sign	0
Bike Racks	20,000
Hard Cost Contingency	0
TOTAL HARD COSTS:	$ 9,101,000
Soft Costs/Fees:	
Architecture and Engineering	$ 1,500,000
General Contractor Fee	117,000
General Conditions	308,000
Insurance	0
Permits	0
Legal, Title, Closing Costs	0
Contingency	0
TOTAL SOFT COSTS:	$ 1,925,000
Furniture	$ 0
Equipment	0
TOTAL:	$11,026,000

* Notwithstanding the total of TIF-Eligible Improvements or the amount of Tif-Eligible Costs, assistance to be provided by the City is limited to the amount described in Section 4.03.

(Sub)Exhibit "G".
(To UI LABS Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Developer Space:

   Those matters set forth as Schedule B title exceptions in the Leasehold Title 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 Rehabilitation Project, other than liens against the Developer Space, if any:

   None.

(Sub)Exhibit "H-1".
(To UI LABS Redevelopment Agreement)

Project Budget.

Hard Costs:

Drywall, Acoustic and Carpentry	$1,296,000
Elevators and Escalators	0
Concrete Floors (Interior)	130,000
Mechanical Systems	2,125,000
Thermal and Moisture Protection	57,000
Doors and Windows	534,000
Site Prep-Earthwork	300,000
Carpet and Painting	593,000
Metals	695,000

Electrical	$ 2,053,000
Structured Cabling Infrastructure	500,000
Plumbing	534,000
Specialties/Curtainwall	1,853,000
Exterior Concrete	319,000
Landscape	150,000
Pedestrian Access (Public)	50,000
Masonry	40,000
Asphalt Paving	0
Millwork	201,000
Fences and Gates	30,000
Demolition	243,000
Project Sign	40,000
Bike Racks	20,000
Hard Cost Contingency	0
TOTAL HARD COSTS:	$11,763,000
Soft Costs/Fees:	
Architecture and Engineering	$ 1,500,000
General Contractor Fee	117,000
General Conditions	308,000
Insurance	132,000

Permits	$ 50,000
Legal, Title, Closing Costs	150,000
Contingency	300,000
TOTAL SOFT COSTS:	$ 2,557,000
Furniture	$ 1,000,000
Equipment	1,180,000
TOTAL:	$16,500,000

(Sub)Exhibit "H-2".
(To UI LABS Redevelopment Agreement)

MBE/WBE Budget.

Hard Costs:

Drywall, Acoustic and Carpentry	$1,296,000
Elevators and Escalators	0
Concrete Floors (Interior)	130,000
Mechanical Systems	2,125,000
Thermal and Moisture Protection	57,000
Doors and Windows	534,000
Site Prep-Earthwork	300,000
Carpet and Painting	593,000
Metals	695,000
Electrical	2,053,000

Structured Cabling Infrastructure	$ 500,000
Plumbing	534,000
Specialties/Curtainwall	0
Exterior Concrete	319,000
Landscape	150,000
Pedestrian Access (Public)	50,000
Masonry	40,000
Asphalt Paving	0
Millwork	201,000
Fences and Gates	30,000
Demolition	243,000
Project Sign	40,000
Bike Racks	20,000
Hard Cost Contingency	0
TOTAL HARD COSTS:	$9,910,000
Soft Costs/Fees:	
Architecture and Engineering	$1,500,000
General Contractor Fee	117,000
General Conditions	308,000
Insurance	0
Permits	0
Legal, Title, Closing Costs	0
Contingency	0
TOTAL SOFT COSTS:	$1,925,000

Furniture		$ 0
Equipment		0
TOTAL:		$11,835,000
MBE Requirement	24 percent	$ 2,840,400
WBE Requirements	4 percent	$ 473,400

(Sub)Exhibit "J".
(To UI LABS Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On Developer's Counsel's Letterhead]

[Subject To Any Revisions That Are Reasonably Acceptable To City's Corporation Counsel]

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 ofthe 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 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 "K".
(To UI LABS Redevelopment Agreement)

Prior Obligations In Goose Island Redevelopment Area.

Taxable Bond Series 2000
Wrigley Innovation Center
Water Saver Faucet -- Phase I
Guardian Equipment
Small Business Improvement Fund
TIF Works

(Sub)Exhibit "L".
(To UI LABS Redevelopment Agreement)

Job Certificate.

State of Illinois)
) SS.
County of Cook)

The affiant, UI LABS, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain UI LABS Redevelopment Agreement between the Developer and the City of Chicago dated ________________, 2014 (the "Agreement") that, as of December 31, __________ [fill in the year just ended]:

-- On that date,________________, FTEs were employed at the Developer Space;

-- The Minimum Jobs Covenants was met and maintained during the entire year;

-- There has been no default under the Jobs Maintenance Compliance Period covenant;

-- Developer maintains its sole Primary Office at the Developer Space and is not in default under the Primary Office Maintenance Compliance Period covenant;

Job Title of Employee	Number of months employed at Developer Space during the year	Paid from Developer Space? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1,750 during the year? (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)

The Developer understands that, pursuant to the Agreement, DPD has the right, at its option, to request and receive additional documentation reasonably evidencing the Developer's compliance with this certification.

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

UI LABS, an Illinois not-for-profit corporation

By: ______________________________
Name

Title: ____________________________

Subscribed and sworn before me this
______ day of _______________, _______.

____

My commission expires: ______________.

FUNDING LOAN AGREEMENT WITH CITIBANK, N.A., LOAN AND REDEVELOPMENT AGREEMENT WITH CASA QUERETARO L.P. FOR CONSTRUCTION OF MULTI-FAMILY, LOW-INCOME RENTAL HOUSING AT 1614 S. DAMEN AVE.

[O2014-6818]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Multi-Family Housing Notes (Casa Queretaro Apartments), Series 2014, and the authority to enter into and execute a redevelopment agreement and an associated loan agreement with Casa Queretaro L.P., amount of notes not to exceed: $8,500,000, amount of the multi-family loan not to exceed: $1,227,920, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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, The City is in title to the property commonly known as 1614 South Damen Avenue, Chicago, Illinois, which is legally defined in Exhibit F attached hereto (subject to final title commitment and survey, the "Property"); and

WHEREAS, The appraised fair market value of the Property is One and no/100 Dollars ($1.00) because the estimated cost to remediate the Property ($812,000) exceeds the value of the land ($500,000); and

WHEREAS, The Resurrection Project, an Illinois not-for-profit corporation ("TRP") has proposed to purchase the Property from the City for the sum of One and no/100 Dollars ($1.00), and to immediately reconvey the Property to Casa Queretaro L.P., an Illinois limited partnership (the "Borrower"), which will develop on the Property the below-defined Project; and

WHEREAS, By Resolution Number 14-CDC-28 adopted by the Community Development Commission of the City (the "CDC") on July 8, 2014, the CDC recommended the sale of the Property to TRP; and

WHEREAS, By Resolution Number 14-035-21, adopted by the Plan Commission of the City (the "Plan Commission") on May 15, 2014, the Plan Commission recommended the sale of the Property; and

WHEREAS, By Resolution Number 14-035-21, adopted by the Plan Commission on May 15, 2014, the Plan Commission approved the use of the Property from industrial to residential; and

WHEREAS, Public notices advertising the intent of the City's Department of Planning and Development ("DPD") to enter into a negotiated sale with TRP and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 18, 2014, July 25, 2014 and August 1, 2014; and

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

WHEREAS, By this ordinance (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 the Borrower, the general partner of which is Casa Queretaro Apartments Corporation, NFP, an Illinois not-for-profit corporation (the "General Partner"), to enable it to pay or reimburse a portion of the costs of acquiring, constructing, and equipping of low- and moderate-income residential facilities consisting of a new four-story, residential building and related common facilities and containing approximately 45 dwelling units which will include approximately 30 units available to households with incomes up to 60 percent of area median income and 15 units dedicated for use as public housing, pursuant to the United States Housing Act of 1937 (42 USC §1437, et seq.) as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof, as further described on Exhibit A hereto (the "Project"), located at the Property, and to pay a portion of the costs of issuance and other costs incurred in connection therewith; 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 ("Citibank"), pursuant to which the City will borrow an aggregate principal amount not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "Funding Loan") for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, issue a tax-exempt revenue note, which is expected to be designated as Multi-Family Housing Revenue Note (Casa Queretaro Apartments), Series 2014 (the "Note") 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 a certain Borrower promissory note (the "Borrower Note"), in order to finance a portion of the cost of the 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 Property and certain other related collateral, by certain capital contributions to be made to the Borrower by its investor limited partner(s) in connection with the allocation to the Borrower of federal low-income housing tax credits and by pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates (including, but not limited to, City Funds as defined below, loaned to the Borrower from TRP), a portion of which funds may be deposited and held under an escrow agreement pending the use of such funds for the prepayment of the Note, as described in Exhibit A attached hereto; 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 any 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 issuance of 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 issued 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) a Tax Regulatory Agreement and/or tax certificate (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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 5, 1998, and published at pages 61204 -- 61302 in 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 "Plan") for the Western/Ogden Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 1998, and published at pages 61302 -- 61400 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 (the "TIF Ordinance") adopted by the City Council on February 5, 1998, and published at pages 61401 -- 61411 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 Project is necessary for the redevelopment of the Area; and

WHEREAS, The Borrower and TRP (together, the "Developer") will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement ("Redevelopment Agreement") to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Western/Ogden Tax Increment Financing Fund for the Area (the "TIF Fund") pursuant to Section [5/11-74.4-8(b)] of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to its Resolution 14-CDC-28 adopted by the CDC on July 8, 2014, the CDC recommended to the City Council that the Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a Redevelopment Agreement with the Developer for the Project; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing 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 such Multi-Family Program Funds are administered by DPD; and

WHEREAS, DPD has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed $1,207,920 (the "Affordable Housing Loan") to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; 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.

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 4) to establish the terms of the Funding Loan Agreement and related Note, the Borrower Loan Agreement and the related 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 or a subsequent designation is signed in writing by an Authorized Officer and filed with the City Clerk.

SECTION 3. Deed. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the Property to TRP for immediate reconveyance to the Borrower. Without limiting the quitclaim nature of the deed(s), such deed(s) shall be subject to the Redevelopment Plan for the Western/Ogden Redevelopment Area, standard exceptions in an ALTA title insurance policy, general real estate taxes and any special assessments or other taxes, all easements, encroachments, covenants and restrictions of record and not shown of record, such other title defects that may exist, if any, and any and all exceptions caused by the acts of TRP, Borrower or either of their agents. Such conveyance also is subject to the following: the City makes no covenant, representation or warranty as to the soil or environmental condition of the Property or the suitability of the Property for any purposes whatsoever. TRP agrees to accept the Property "as is". If, after the closing of the City's conveyance of the Property to TRP, the soil or environmental condition of the Property is not in all respects entirely suitable for the Project, it shall be the sole responsibility and obligation of the Borrower to take such action as is necessary to put the Property in a condition suitable for the Project, and the Borrower agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, 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 City's conveyance of the Property to TRP.

SECTION 4. 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 A (the "Additional Financing"), the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount of not to exceed $8,500,000 are hereby authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification referred to in Section 7 below.

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 42 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 10 percent 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 and the Funding Loan Notification. 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, the form(s) of the Note therein and 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(s) 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 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 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 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 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 D 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.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to the Note, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer executing the same shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

SECTION 5. 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 Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) 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 Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all monies 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;

(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 (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its investor limited partner(s), and City Funds loaned to the Borrower from TRP, or other funds deposited and held under an escrow agreement between the Borrower and the Funding Lender; and

(f) a mortgage on and security interest in the Property and related collateral.

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 6. Delivery Of The Funding Loan Agreement; Sale And Delivery Of Note. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to Citibank, or such other funding lender as approved by an Authorized Officer (the "Funding Lender"), and shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an 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 the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one and one half percent (1.5%) of the aggregate principal amount of the Note.

SECTION 7. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of any 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, maturity schedule, redemption provisions for and nature of the Note sold, (ii) the extent of any tender rights to be granted to the holders of the Note, (iii) the identity of the Funding Lender, if different from Citibank, (iv) the interest rates on the Note and/or a description of the method of determining the interest rates applicable to the Note from time to time, (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, and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Note. There shall be attached to such notification the final form of the Funding Loan Agreement, a specimen of each of the Note and the Borrower Loan Agreement.

SECTION 8. Limited Obligations. The Note, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in the Funding Loan Agreement. The Note and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

SECTION 9. Use Of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be deposited as provided in the Funding Loan Agreement and used for the Project.

SECTION 10. 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 11. 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 12. Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the Commissioner of DPD or a designee thereof (the "Authorized DPD 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 E and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized DPD 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 13. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount not in excess of $4,372,080 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund to reimburse the Developer for a portion of the eligible costs included within the Project in accordance with the Redevelopment Agreement. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 13.

SECTION 14. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer of the City (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 15. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their respective signatures to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by such Authorized Officer pursuant to this Ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 16. Additional Authorization. Each Authorized Officer, the City Treasurer, and, upon the approval and availability of the Additional Financing as shown in Exhibit A (the "Additional Financing"), the Authorized DPD Officer are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, 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 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 22 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 4 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 DPD Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer and the Authorized DPD Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer and the Authorized DPD 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 17. Affordable Housing Loan Authorization. Upon the approval and availability of the Additional Financing, the Authorized DPD 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 implementation of the Affordable Housing Loan. The Authorized DPD Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DPD Officer is hereby authorized to disburse the proceeds of the Affordable Housing Loan to the Borrower.

SECTION 18. Public Hearing. This City Council hereby directs that the Note shall not be issued unless and until the requirements of Section 147(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Note shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

SECTION 19. 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 20. Administrative Fee. DPD 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 DPD Officer and which shall be in an amount as determined by the Authorized DPD 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 DPD for administrative expenses and other housing activities. Initially, such administrative fee or fees shall be an amount equal to (i) 1.5 percent 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.

SECTION 21. Reserve For Legal Expenses. The City is authorized to assess a 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, which shall be in an amount equal to 0.10 percent 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 22. 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 Agreements, the Redevelopment Agreement, or the Affordable Housing Loan (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 and the issuance of the Note.

SECTION 23. 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 24. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Project And Financing.

Borrower: Casa Queretaro L.P., an Illinois limited partnership, a single purpose entity created by The Resurrection Project, a 501(c)(3) not-for-profit corporation ("TRP" and, together with the Borrower, the "Developer"). The general partner of the Borrower will be Casa Queretaro Apartments Corporation, NFP, an Illinois not-for-profit corporation (the "General Partner").

Project: Acquisition of fee interest in the property located at 1614 South Damen Avenue (located at the northwest corner of South Damen Avenue and West 17th Street) in Chicago, Illinois (the "Property") and construction and equipping of low- and moderate-income residential facilities consisting of a new four-story, residential building and related common facilities and containing approximately 45 dwelling units, which will include 30 units available to households with incomes up to 60 percent of area median income and 15 units dedicated for use as public housing, pursuant to the United States Housing Act of 1937 (42 USC §1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof, located at the Property, and to pay a portion of the costs of issuance and other costs in connection therewith (collectively, the "Project").

Affordable Housing Loan:	Amount:	Not to exceed $1,227,920.
	Source:	Multi-Family Program Funds.
	Term:	Not to exceed 42 years or such other term acceptable to the Authorized DPD Officer.
	Interest:	Zero percent or such other interest rate acceptable to the Commissioner.
	Security:	Non-recourse loan(s); third mortgage on the Property (the "City Mortgage").

Additional Financing:

1. The Governmental Lender Note, As Described In This Ordinance. The Governmental Lender Note will be secured by a mortgage from the Borrower in favor of the holder of the Governmental Lender Note (the "Mortgage"), pursuant to the terms of the Funding Loan Agreement. The Mortgage will grant the holder of the Governmental Lender Note secured thereby a mortgage on the Property that is senior to the City Mortgage. The Governmental Lender Note will also be secured by certain other related collateral including certain capital contributions to be made by the Borrower's limited partner(s) and City Funds loaned to the Borrower from TRP, a portion of which City Funds possibly together with other funds of the Borrower may be deposited and held under an escrow agreement between the Funding Lender and the Borrower pending the use of such funds to prepay a portion of the outstanding Governmental Lender Note.

2. Chicago Housing Authority Funds.

Amount: Approximately $4,450,000 or such other amount to which the Authorized DPD Officer may consent, subject to HUD approval.

Source: Chicago Housing Authority capital and/or development funds.

Term: Not to exceed 42 years.

Interest: Zero percent per annum or such other interest rate acceptable to the Authorized DPD Officer.

Security: A mortgage lien on the Property senior to the lien of the City Mortgage.

3. TIF Funding.

Amount: Not to exceed $4,372,080.

Source: TRP, derived from proceeds of the City Funds, as defined in this Ordinance.

Term: Not to exceed 42 years.

Interest: Zero percent per annum or such other interest rate acceptable to the Authorized DPD Officer.

Security: A mortgage lien on the Property junior to the lien of the City Mortgage.

4. Equity.

Amount: Approximately $5,313,436, or such other amount to which the Authorized DPD Officer may consent.

Source: To be derived from the syndication by the General Partner of low-income housing tax credits allocated by DPD.

5. General Partner Contribution.

Amount: $100.

Source: General Partner.

Exhibit "B".
(To Ordinance)

Funding Loan Agreement With Citibank, N.A.

This Funding Loan Agreement, dated as of _______ 1, 2014 (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(a) of the 1970 Constitution of the State Illinois, is a home rule unit of local government and as such may provide 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, Casa Queretaro 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 Casa Queretaro Apartments and consisting of 45 rental units, all of which are income-restricted, 15 of which will be leased to public housing residents, and related common areas along with parking 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 the 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 Borrower Note as defined in the Borrower Loan Agreement (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 not to exceed $5,500,000 City of Chicago Multifamily Mortgage Revenue Note, Series 2014 (the "**Governmental Lender Note**"), dated as of the Closing Date (defined below) 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.

"**Approved Transferee**" means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of $5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs."

Authorized Amount" shall mean an amount not to exceed $8,500,000, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

"**Authorized City Representative**" shall have the meaning as set forth for the term "Authorized Officer" in the Ordinance.

"**Borrower**" shall mean Casa Queretaro 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, and 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 $9,600,000.

"**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 ________ __, 2014, 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.

"**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 delivered 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.

"**Events 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 amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions hereof.

"**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 a rating of the other rating agency 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.

Material Funding Lender Event shall mean the occurrence and continuance 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 this Funding Loan Agreement other than by reason of non-conformance of such requisition with the requirements of the Borrower Loan Agreement or this Funding Loan Agreement or other failure of any condition to the funding of a requisition set forth in Article [X] of this Funding Loan 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) this Funding Loan 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 this Funding Loan Agreement material to the performance by the Funding Lender of its obligations hereunder is denied by the Funding Lender or any court of applicable jurisdiction, or the Funding Lender is denying further liability or obligation under this Funding Loan Agreement, in any of the above cases contrary to the terms of this Funding Loan Agreement, in any case, in a final, non-appealable judgment, (ii) the Funding Lender has rescinded, repudiated or terminated this Funding Loan 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 this Funding Loan 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 this Funding Loan Agreement.

"**Maturity Date**" shall mean, with respect to the Governmental Lender Note, October __, 20__.

"**Maximum Rate**" shall mean the lesser of (i) 10% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

"**Minimum Beneficial Ownership Amount**" shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

"**Moody's**" shall mean Moody's Investors Service, Inc., or its successor.

"**Noteowner**" or "owner of the Governmental Lender Note" mean 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 [$2,650]. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender on each December 1, 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 ____ ____, 2014 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 rating 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 ranks 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

(iii) The investment 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, then meeting 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 may provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B)) to perform.

(h) Subject to the ratings requirements set forth in this 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-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 repurchase 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-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 (a) the Governmental Lender Note is not rated, (b) both S&P and Moody's rate a money market mutual fund and (c) 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.

(i) 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 (h).

(q) 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.

(r) 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.

(s) Any interest-only or principal-only stripped security.

(t) Any obligation bearing interest at an inverse floating rate.

(u) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(v) Any investment the interest rate of 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.

(w) Any investment described in paragraph (c) or (g) which is 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.

(x) 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 Ordinance.

"**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 Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, 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.

"**Required Transferee Representations**" shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B."

"**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 this 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 on 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 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 __________, 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 to attorneys' fees under Section 5.14 thereof, its rights to indemnification under Section 5.15 thereof, its rights of access under Section 5.17 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 Requisition"** shall mean a written certificate, direction, notice, order or requisition 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 in 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 aggregate 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 this Funding Loan Agreement. Upon each advance of principal under the Borrower Loan Agreement and this Funding Loan Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of $__________. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after December 31, 2017; 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, and the Governmental Lender Note shall be issued, 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 and of the Funding Loan as of any given date 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 this Funding Loan 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 basis 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 rate 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 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 payment or 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 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 and the Ordinance.

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. The 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 the 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. **Required Transferee Representations; Participations; Sale and Assignment.**

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan or (ii) any portion of or a participation interest in the Governmental Lender Note and the Funding Loan to the extent permitted by Section 2.4(c) below, provided that (A) such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations 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.

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Note and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount.

(d) 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. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

(e) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Note.

(f) No service charge shall be made for any sale or assignment of the Governmental Lender Note or a participation therein, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other 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 a participation therein.

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.

(b) 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 then or 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 their 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, are special, limited obligations 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 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 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 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 counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement, the Tax Compliance Agreement, and the Security Instrument;

(d) A certified copy of the Ordinance;

(e) Executed Required Transferee Representations 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 2.3(c)(ii) 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 Note is exempt from registration under the Securities Act, 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 and the Funding 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 and the Funding Lender; and

(j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may reasonably require.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.1. **Authorization to Create Funds and Accounts.** No funds or accounts shall be established in connection with the Funding Loan at the time of closing 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 instruments and the other actions as shall be necessary hereunder or deemed advisable 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, as provided in Section 3.1 of this Funding Loan Agreement.

Section 8.4. **Funding Loan Agreement Performance.** The Funding Lender, on behalf of the Governmental Lender and without the Written Consent 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 this 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 and with the Written Consent 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 and with the Written Consent 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 unimpaired 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 therein. 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 representatives 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 action 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 administration 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 Governmental Lender Note, (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 Government 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 thereon.

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 if no 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 Funding Loan Document.

Section 9.3. 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 9.3 and Section 9.9 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 remedy 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:

(i) 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;

(ii) 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 this 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;

(iii) 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; or

(iv) 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 and 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 2.5, 5.14 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: The payment of the remainder, if any, to the Borrower or to whosoever 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 thereon.

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 to 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 declared 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 this 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 marshaled upon any enforcement 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 in 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 assignees or designees in accordance with Section 7.4 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 9.2.

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 its obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Governmental Lender pursuant to Section 2.4(a) 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 in 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 (for the Borrower pursuant to the Borrower Loan Agreement or this Funding Loan 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 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, 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 Loan Agreement or 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, of a Tax Counsel No Adverse Effect 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:

and

Copies to:

And to:

If to the Funding Lender:

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Transaction Management Group
Deal ID#______
Facsimile: (212) 723-8209

and

325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Deal ID #_______
Facsimile: (805) 557-0924

With a copy to:

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Account Specialist
Deal ID # _____________
Facsimile: (212) 723-8642

And a copy of any notices of
default sent to:

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Deal ID #
Facsimile: (646) 291-5754

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 or by telegraph 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 by a Person on a 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 notice, 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 11.4. **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 9.8 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 11.5. **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 performance of such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or performance shall constitute timely payment or performance [illegible] In addition, 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 construed in accordance with the laws of the State.

Section 11.6. **Severability.** If any provision of this Funding Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the remaining portions shall not in any way be affected or impaired. If any covenant, stipulation, obligation or agreement of the Governmental Lender contained in this Funding Loan Agreement shall for any reason be held to be usurious 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, the 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 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 October, 2014.

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.

This Note May Be Owned Only By A Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement, And The Holder Hereof, By The Acceptance Of This Funding Loan Agreement (A) Represents That It Is A Permitted Transferee And (B) Acknowledges That It Can Only Transfer This Governmental Lender Note To Another Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement.

City Of Chicago
$_________ Multi-Family Mortgage Revenue Note
(Casa Queretaro Apartments), Series 2014

Dated __________, 2014 not to exceed $[Funding Loan Amount]

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 ______________________ Thousand and no/100 Dollars $__________, on _____ _____, 20__, 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 October 1, 2014 (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 Casa Queretaro L.P., an Illinois limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of October 1, 2014 (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 moneys 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 Governmental 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 Required Transferee Representations.

[___________, 20__]

The undersigned, as holder (the "Holder" or the "Funding Lender") of the not to exceed $8,500,000 Multi-Family Mortgage Revenue Note, Series 2014, dated as of the Closing Date (the "Governmental Lender Note") issued pursuant to an ordinance adopted on _____ __, 2014 (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of October 1, 2014 (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 $8,500,000.

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution 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 lender 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 lender, 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 Governmental Lender for any information in connection with the Holder's purchase of the Governmental Lender Note [or an interest therein].

5. The Holder is an Approved Transferee (as defined in the Funding Loan Agreement).

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 representations from the transferee to substantially the same effect as these required transferee representations 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.

7. 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 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 obligations of the Governmental Lender; payable solely from funds and moneys 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 are special, limited obligations 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.

Citibank, N.A., as Holder

By: ____________________________

Name: __________________________

Its: ____________________________

[illegible]
(To Ordinance)

BORROWER LOAN AGREEMENT

Between

CITY OF CHICAGO
as Governmental Lender,

and

CASA QUERETARO LP
an Illinois limited partnership
as Borrower

Dated as of ___ 1, 2014

Relating to

$8,500,000

Funding Loan originated by CITIBANK, N.A., as Funding Lender

The interest of the City of Chicago (the "Governmental Lender") in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to Citibank, N.A., as funding lender (the "Funding Lender") under that certain Funding Loan Agreement of even date herewith by and between the Governmental Lender and the Funding Lender, in connection with the [illegible] made in this Borrower Loan Agreement.

THIS BORROWER LOAN AGREEMENT (this "**Borrower Loan Agreement**") is made and entered into as of the first day of ________, 2014, between the **CITY OF CHICAGO**, a municipal corporation 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 **CASA QUERETARO 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 issue 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 and equipping of low- and moderate-income residential facilities consisting of a new four-story residential building and related common facilities and containing approximately 48 dwelling units, which will include 33 units available to households with incomes up to 60% of area median income and 15 units dedicated for use as public housing pursuant to the Housing Act (defined herein), located in the City of Chicago, Cook County, Illinois, known or to be known as Casa Queretaro Apartments (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 evidenced by [illegible] and is secured by a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith (the "**Security Instrument**") [illegible] encumbering the Project and all [illegible] of the Borrower [illegible] this Borrower Loan Agreement and the Funding Loan Agreement.

NOW, THEREFORE, [illegible] and the mutual [illegible] herein contained, [illegible] 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 used in this Borrower Loan Agreement shall have the meaning ascribed thereto 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 [illegible] in this Borrower Loan Agreement, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (b) all definitions are equally applicable to the singular and plural forms of the terms defined, and (c) the word "including" means "including but not limited to."

Section 1.2 **Definitions.** The following terms, when 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 [illegible] hereof.

"**Additional Borrower Payments**" shall mean the payments payable pursuant to Section [illegible] (Additional Borrower Payments) [illegible] Section [illegible] (Borrower Loan Payments) [illegible]

[illegible] Section [illegible] of the Funding Agreement [illegible]

"**Agreement of Environmental Indemnification**" [illegible]

"**Appraisal**" [illegible]

"**Architect**" shall mean any [illegible] Borrower [illegible] with the approval of Funding Lender [illegible]

"**Architect's Agreement**" [illegible] agreement that Borrower [illegible] Architect [illegible] Plans and Specifications [illegible] Funding 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 Funding Lender and the Servicer [illegible] signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity, [illegible]

"**Bankruptcy Code**" [illegible] United States Bankruptcy Reform Act [illegible]

"**Bankruptcy Event**" [illegible]

"**Bankruptcy Proceeding**" shall have the meaning set forth in Section [illegible] hereof.

"**Beneficiary Parties**" shall mean, collectively, the Funding Lender and the Governmental Lender.

"**Borrower**" [illegible]

"**Borrower Affiliate**" [illegible] the Borrower [illegible] Guarantor, [illegible] owns, controls, or holds with power to vote, [illegible] percent or more of the outstanding voting securities of Borrower, its General Partner or the Guarantor, [illegible] limited liability company [illegible]

"**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 Sole Member 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

"**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 $ 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 not to exceed $8,500,000, the original maximum aggregate 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 Funding Loan Agreement.

"**Borrower Note**" shall mean that certain Multifamily Note dated as of the Closing Date in the original maximum principal amount of not to exceed $__ executed 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 (a) a Saturday or Sunday or (b) a day on which federally insured depository institutions in New York, New York (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&R's**" shall mean any covenants, conditions, restrictions, easements or agreements of record (including reciprocal easement agreements) affecting the Project or the Mortgaged Property.

"**City**" shall mean the City of Chicago, Illinois.

"**Closing Date**" shall mean ______________ __, 2014, the date that 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 obligations 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 (a) this Borrower Loan Agreement including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement, (b) the Security Instrument, or (c) any other Security Document, which Collateral shall include the Project, all of which Collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

"**Completion**" shall have the meaning given thereto in Section 5.26.

"**Completion Date**" shall mean ____________, 201_.

"**Computation Date**" shall have the meaning ascribed thereto in Section 1.148-3(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 between Borrower and any Contractor from time to time (which may include purchase orders) 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 ____________, among the Title Company, as escrowee and as a party, and the other parties (Governmental Lender, Funding Lender and the Borrower) named therein and the Borrower, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Construction Schedule**" shall mean a schedule of construction of the Improvements showing the dates of commencement and completion of each phase of construction, including any changes thereto as may be certified by Borrower and approved by Funding Lender with the consent of the Governmental Lender.

"**Contingency Draw-Down Agreement**" shall mean the Contingency Draw-Down Agreement of even date herewith, between the Funding Lender and the Borrower relating to potential 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, as required by the Governmental Lender, as amended, supplemented or restated from time to time.

"**Contractor**" shall mean any duly 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.

"**Contractual Obligation**" shall mean, as to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (other than this Borrower Loan Agreement) to which such Person is a party or by which it or any of its property is bound.

"**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 this 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: (a) counsel fees (including but not limited to, fees of counsel to the Governmental Lender, Borrower's counsel and Funding Lender's counsel); (b) financial advisory fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (c) certifying and authenticating fees and expenses; (d) the costs of the issuance of the Funding Loan; (e) printing costs; (f) any premium or fee for insurance or other credit enhancement relating to the Funding Loan; (g) any recording fees; (h) any initial fee of any kind charged by the Governmental Lender; and (i) any other costs incurred in connection with the issuance that are generally accepted costs of the public financing.

"**Costs of Funding Deposit**" shall mean the amount required to be deposited by the Borrower with the Title Company pursuant to the Construction Escrow Agreement to pay Costs of [illegible] of the [illegible] Funding Lender [illegible] of the [illegible]

"**Capital Improvements**" [illegible]

"**County**" shall mean [illegible]

"**Credit Enhancer**" shall mean any [illegible] Borrower [illegible]

"**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 [illegible] indebtedness [illegible] that would appear [illegible] 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 (in 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), (ii) a determination by any court of competent jurisdiction, (iii) the enactment of legislation or (iv) 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); provided, however, that no such Determination of Taxability under clause (i) or (ii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower) or the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all reasonable 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 mean the fee or other compensation payable to the Developer on the Project [illegible] pursuant to the [Development Services Agreement] dated ________, 2014 between the Borrower and the Developer, which [illegible]

"**Disbursement**" [illegible] Borrower Loan [illegible] Agreement.

"Engineer" shall mean any licensed civil, structural, mechanical, electrical, soil engineers 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 enter, 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 to 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.

"Equity Investor" shall mean , and its successors and assigns.

"ERISA" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"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 the 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 (i.e., 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 [6.0%] 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 prepayment premiums not currently payable.

"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) [illegible] Governmental Lender [illegible] interest thereon [illegible] paid by the Borrower [illegible].

"**Fitch**" shall mean Fitch Ratings, 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 $8,605,000 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 that certain Funding Loan Agreement of even date herewith, between the Funding Lender and [illegible] 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, insurance and other matters, as such Agreement may be amended, modified, supplemented and restated from time to time.

"**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 reflected in the applicable financial statement.

"**General Partner**" shall mean Casa Queretaro Apartments Corporation, NFP, an Illinois not-for-profit corporation, 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), select to be a general partner of the Borrower.

"**Governmental Authority**" shall mean (i) any governmental municipal or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body or (iii) 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 the Funding Loan Agreement.

"**Governmental Lender Note**" shall mean that certain City of Chicago Multifamily Housing Revenue Note, Series 2014 ([illegible]) dated the Closing Date in the original maximum principal amount of $[illegible] 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 an amount equal to [illegible] of the original principal amount of the Governmental Lender Note. The Governmental Lender's Closing Fee is payable to the Governmental Lender on the Closing Date pursuant to Section 2.3(c) 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 or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, 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 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 The Resurrection Project, Inc., an Illinois not-for-profit corporation, 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, (a) the Completion and Repayment Guaranty of even date herewith by the Guarantor for the benefit of the Beneficiary Parties, and (b) the Exceptions to Non-Recourse Guaranty of even date herewith by the Guarantor for the benefit of the Beneficiary Parties.

"**Housing Act**" shall mean the United States Housing Act of 1937 (42 U.S.C. §1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof.

"**Improvements**" shall mean the multi-family residential project consisting of [illegible] rental units, all of which will be income restricted, with 15 units to be leased to public housing residents, together with related common areas and parking facilities, to be constructed on the [illegible] Project [illegible] equipment and other improvements [illegible] to be [illegible] installed and/or located at or near the [illegible] and the Premises [illegible] hereof.

"**Indemnified Party**" shall have the meaning set forth in Section 7.6 hereof.

"**Installment Computation Date**" shall mean the Completion [illegible].

"**Interest Rate**" shall mean the rate of interest payable on the [illegible] pursuant to the [illegible] 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 Documents as provided in Section 7 of the [illegible] hereof.

"**Legal Action**" shall mean any action, claim, investigation, inquiry, proceeding, arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

"**Legal Requirements**" shall mean all 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 Property) 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 relating 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 4.1.22 hereof.

"**Lien**" shall mean any interest in or claim against the Property [illegible] securing an obligation owed to, or a claim by, any Person other than the owner of the Property, 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, supplemented or replaced from time to time [illegible].

"Manager" shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, the Borrower Loan Agreement or any of the other Borrower Loan Documents.

"Material Adverse Change" means any set of circumstances or events which (a) 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, (b) is 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 General Partner, Guarantor or the Mortgaged Property, (c) could reasonably be expected to impair materially the ability of the Borrower, the 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 (d) impairs materially or could reasonably be expected to impair materially any 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 Funding 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 $______. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and thereafter on or before each anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.

"Other Borrower Moneys" shall mean amounts of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower's Equity Contribution and any other funds contributed by or on behalf of the Borrower for application to the Costs of the Improvements or other costs in connection with the Project.

"Other Charges" shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

"Partnership Agreement" shall mean that certain [Amended and Restated] Agreement of Limited Partnership of the Borrower dated as of ________, 2014, as the same may be amended, restated or modified in accordance with its terms.

"Patriot Act" [illegible] means [illegible] Laws.

"Patriot Act Offense" [illegible]

"Payment Obligations" [illegible] Borrower Note [illegible] Loan Agreement [illegible]

"Permitted Encumbrances" shall have the meaning given to that term in the Security Instrument.

"Permitted Lease" [illegible] executed pursuant to the form approved by Funding Lender [illegible] with the Lease Requirements [illegible] years.

"Person" shall mean a natural person, a partnership, a joint venture, an unincorporated association, [illegible] Governmental Authority.

"Plan" [illegible] benefit or other plan established or maintained by the Borrower or any ERISA Affiliate [illegible] ERISA Affiliate [illegible] 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 [illegible] Borrower Loan Agreement or any other [illegible] Document [illegible] passage of time, [illegible] an Event of Default.

"Prepayment Premium" shall mean any [illegible] payable by the Borrower [illegible] the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium set forth in the Borrower Note).

"Project" [illegible] Mortgaged Property [illegible] Security Instrument [illegible] improvements thereon owned by the Borrower and encumbered by the Security Instrument, [illegible] "Mortgaged Property."

"Project Agreements and Licenses" [illegible] Engineers, Contractors [illegible] Management Agreements [illegible] authorizations, approvals and certificates [illegible] of the Project or the Mortgaged Property.

"Proposed Information" [illegible]

"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 so 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 Accepted Accounting 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 bear to 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 date that is 60 days prior to December ___, 201_ [Date of Inducement Ordinance] (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 expenditure 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 (z) 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**" shall mean [illegible] Rebate Analyst [illegible]. The Rebate Analyst's fee is payable by the Borrower to the Rebate Analyst [illegible].

"**Rebate Fund**" shall mean the rebate fund provided pursuant to Section [illegible] hereof.

"**Redevelopment Agreement**" shall mean [illegible] Agreement [illegible].

"**Related Documents**" shall mean, collectively, this Agreement, [illegible] the Borrower Loan Documents [illegible], the Partnership Agreement and any other agreement, instrument or other document [illegible] Borrower Loan Documents [illegible] to be executed in connection with the transactions contemplated by the Borrower Loan Agreement.

"**Replacement Reserve Agreement**" shall mean the 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 [illegible] 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.[illegible] of the Funding Loan Agreement.

"**Secondary Market Disclosure Document**" shall have the meaning set forth in Section 9.[illegible] hereof.

"**Secondary Market Transaction**" shall have the meaning set forth in Section [illegible] hereof.

"**Securities**" shall have the meaning set forth in Section 9.[illegible] hereof.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Security**" shall have the meaning set forth in Article [illegible] of the Funding Loan Agreement.

"**Security Documents**" shall mean the Security Instrument, the Replacement Reserve Agreement, the Collateral Agreements [illegible] Collateral Agreements [illegible] defined in the Security Instrument, the [illegible] Agreement, the Agreement of Environmental Indemnification and such other security instruments the Funding Lender may reasonably request.

"**Security Instrument**" shall have the meaning set forth in the recitals to the Borrower Loan Agreement.

"**Servicer**" shall mean [illegible].

"**Servicing Agreement**" shall mean any servicing agreement or similar agreement, among the Servicer and the Funding Lender, relating to the servicing of the Borrower Loan and any amendments thereto or replacements thereof.

"**Sponsor**" shall mean The Renaissance [illegible].

"**Standard & Poor's**" or "**S&P**" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and its successors and assigns.

"**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 $[   ] being made by the Chicago Housing Authority, as a Subordinate Lender, as of the Closing Date pursuant to the Subordinate Loan Documents and (ii) all IHF Funds in the amount of $ being made by the Sponsor to the Borrower.

"**Subordinate Lender**" shall mean the Chicago Housing Authority and the Sponsor, individually or collectively, as applicable.

"**Subordinate Loan Documents**" shall mean any and all notes, mortgages, security agreements and other documents, whether now existing or hereafter relating to the Subordinate Debt, 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 substantially 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.

"**Term**" shall mean the term of this Borrower Loan Agreement pursuant to Section [illegible] hereof.

"**Title Company**" means [Chicago Title [illegible] Company].

"**Title Insurance Policy**" shall mean the mortgagee 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 located in the Project.

"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 it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from 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 Funding Loan Agreement and this 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 Loan, and for the other purposes set forth in this Borrower Loan Agreement, and to do all other acts necessary or incidental to the performance and execution thereof. 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 actions 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 release or absolve Funding Lender from ultimate responsibility for 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 and assigned thereby 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 other Funding Loan Documents, seek 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 [illegible] any [illegible] provided under the Borrower Loan Documents or [illegible] Documents.

Section 2.3. Loan; Borrower Note; Conditions to Closing.

(a) [illegible] the Governmental Lender [illegible] to the Borrower [illegible] pursuant to the Funding Loan Agreement [illegible] the Borrower Loan Amount [illegible] the Funding Loan Agreement. Upon funding of [illegible] the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower [illegible]. The Borrower [illegible] the proceeds of the Borrower Loan [illegible] 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 the operation of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender [illegible] the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement. The Governmental Lender [illegible] that the Borrower [illegible] the amount of the [illegible].

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously 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 [illegible] outstanding 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 subject to [illegible] satisfaction or waiver by the Governmental Lender and the Funding Lender [illegible] satisfaction of each of the conditions precedent [illegible] 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 [illegible] 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 [illegible] to the Funding Lender that such documents have been delivered to an authorized agent of the Title Company [illegible] recording [illegible] Funding Lender [illegible] acceptable to the Funding Lender; and

(ii) [illegible] the Title Company [illegible] of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan [illegible] the Borrower's Equity [illegible]. The [illegible] counsel [illegible] to the Funding Lender; and

(iii) [illegible]

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, may 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 in 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 no Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is no 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 on demand the following amounts:

(i) To the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as provided in Section 5.25 hereof and 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 agent and counsel 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) [Reserved]

(iv) all Costs of Funding and fees, charges and expenses, including agent 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 agent and counsel 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 [illegible] any Federal or state [illegible] Fund;

(v) any Late Charge payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (v) 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 in 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 fund 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, should 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 following 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 to or moneys 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 Obligations. 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 (a) 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, Guarantor or General Partner 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 (b) below, and (b) 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: (i) the amount of payments or the value of the transfer or (ii) 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 disgorgement 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 Funding Loan 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 the 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 and as of the Maturity Date 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 [illegible] the laws of the State [illegible] the [illegible] the Borrower Loan Documents to which it is a party and [illegible] contemplated by the Borrower Loan Documents to which it is a party [illegible] partnership [illegible] appropriate action to authorize the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully 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 business 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 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 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 or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4. Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court 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, the General Partner 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 (including the Project), properties or operations of the Borrower, the General Partner 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 would 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 is (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 other 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. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its 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 any trustee or holder 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 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 [illegible] financing statements required to be filed in connection therewith, [illegible] valid [illegible] perfected first priority lien on the Project [illegible] in the Project [illegible] [illegible] and [illegible] [illegible] [illegible] [illegible] the Borrower [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the Project [illegible] Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7 Survey. To the best of 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 or 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 monies paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Document.

Section 4.1.12 Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length in the ordinary course of the Borrower's business [illegible] Borrower [illegible] [illegible] of the Borrower [illegible] [illegible] the ordinary course of the Borrower's business [illegible] [illegible]

Section 4.1.13 Financial Information. All financial data, including, without limitation, the statements of cash flow and statements of income and operating expense, that have been delivered to the Lender in respect of the Borrower and the Project (i) are, to the best of the Borrower's knowledge, true, complete and correct 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 or audited 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, unusual 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 such 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 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 any Borrower Loan Document or Funding Loan Document.

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, sanitary sewer and storm drain 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 purpose 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 ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) 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 Section 1445(f)(3) of the Code.

Section 4.1.18 **Separate Lots.** Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

Section 4.1.19 **Assessments.** There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or 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, and 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 this 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 as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "**Licenses**") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. 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 improvement on an adjoining property will encroach upon the Project, and no easement or other encumbrance upon the Project will encroach 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 in the survey of the Project as approved by the Funding Lender.

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 Funding 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 (a) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (b) 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 and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender and in the Borrower's Letter dated as of the Closing Date (the "Prior Environmental Disclosures"), the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulations. Borrower has not received [illegible] and will comply with covenants and requirements 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, 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 notices 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 6.7 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, charges and assessments, if any, payable by the Borrower.

Section 4.1.35. **General Tax.** 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 4.1.36. **Approval of the Borrower Loan Documents and Funding Loan Documents.** By its execution and delivery of this 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 (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with 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 4.1.37. **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 4.1.38. **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, as evidenced by an architect's certificate to such effect.

Section 4.1.39 **Requirements of Code and Regulations.** The Project satisfies all requirements of the Code and the Regulations applicable to the Project.

Section 4.1.40 **Regulatory Agreement.** The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential 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 4.1.41 **Intention to Hold Project.** The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part of it; and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it 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 in the absence of circumstances not now anticipated by it or totally beyond its control.

Section 4.1.42 **Concerning General Partner.**

(a) The General Partner of Borrower is an Illinois not-for-profit corporation. 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 transacts 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 over any of such properties, any of the Collateral or any of the property or assets pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43 **Governmental 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 (or, 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 Funding 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 the Guarantor and are legally valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45 **No Material Defaults.** Except as previously disclosed to Funding 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 therein; (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: (1) [illegible] any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

Section 4.1.46. **Payment of Taxes.** Except as previously disclosed to Funding Lender in writing: (a) 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 (b) Borrower knows of no proposed tax assessment against it or against General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and none of Borrower or General Partner have contracted with any Governmental Authority 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 present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in 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. 23, 2001) or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control ("OFAC") or in any enabling legislation or other Presidential Executive Orders 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 if committed within the jurisdiction of the United States of America or 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/Bank Secrecy 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 OFAC, (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding 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 Funding 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 Funding Loan Agreement, which schedule takes into account, among other relevant factors, (i) a schedule of minimum monthly rentals for the Units and (ii) any and all concessions, including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than the amounts required to service the Borrower Loan.

Section 4.1.54. **Other Documents.** [illegible] Borrower [illegible] Partner [illegible] of the [illegible] Loan Documents or the [illegible] Documents [illegible] in the case of representations or warranties [illegible] Loan Documents [illegible] Default [illegible] and [illegible] Funding Lender.

Section 4.1.55. **Subordinate Loan Documents.** [illegible] Documents are in full force and effect [illegible] Borrower [illegible] fees and other amounts due and payable to the Subordinate Lenders [illegible] default by the Borrower [illegible] constitute a material default under the Subordinate Loan Documents.

Section 4.1.56. [Reserved]

Section 4.2. **Survival of Representations and Covenants.** All of the representations and warranties in Section 4.1 hereof and elsewhere in the [illegible] Loan Documents shall survive [illegible] any portion of the Borrower Payment Obligations [illegible] and 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 its or their behalf; provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

ARTICLE V
AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding 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 [illegible] as the same become due and payable [illegible] in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in accordance with 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 [illegible] but excluding franchise taxes based upon the capital [illegible] of the Funding Lender [illegible] taxes based upon or measured by the net income of the Funding Lender [illegible] provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require [illegible] the Funding Lender, at the Borrower's expense, in protest and contest of any such Taxes or Other Charges; and (c) provided further 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 notwithstanding 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 condition so as not to threaten the health or safety of the Project's tenants or their invited guests, in good condition and repair (normal 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 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 before 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, footprint surveys (to the extent the Borrower's construction or renovation of the Project involves any changes to existing building foundations or footprint(s)), contractors' plans and specifications, appraisals, title and other insurance reports and agreements reasonably requested by the Servicer or the Funding Lender [illegible] the Borrower Loan [illegible] Funding [illegible] and [illegible] such further acts, conveyances and assurances as the [illegible] more effectively carry out the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents [illegible] or 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 [illegible] upon the Servicer's or the Funding Lender's request [illegible] from time 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 reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and [illegible] such searches 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 Materials 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, but not limited to, 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, and in connection with the repayment of the Borrower Loan 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 within ten (10) days after request by the Funding Lender or the Servicer, with a written statement, duly acknowledged and certified, setting forth, as applicable, with respect to the Borrower Note, (i) the original principal amount 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 and have not been modified or, if modified, giving particulars of such modification, and [illegible] no Event of Default exists thereunder or specify any Event of Default thereunder that exists. 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 purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents or the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which the 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 (i) 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 other charges.

Section 5.14. Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender and the Funding Lender in connection with the making and/or administration of 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 necessary in 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 (except as provided in Section 9.1 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 the insurance required pursuant hereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Notes, 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 Documents 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 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, 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 Sections 18(i) and 43(i) of the Security Instrument.

Section 5.15. **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 or 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., Citicorp Funding, Inc. 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 (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the 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:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment 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, installation or construction of, the Project or any part thereof;

(c) Any lien (other than a Permitted Encumbrance) 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, except as disclosed in the Prior Environmental Disclosures;

(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 untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of 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 work done in or about, or from the planning, design, acquisition, installation or construction of, the Project or any part thereof;

(l) The use of the proceeds of the Borrower Loan and the Funding Loan; and 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 Determination 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 5.16 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 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 such Indemnified Party may only employ separate counsel at the expense of the Borrower if in such Indemnified Party's 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 5.15 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 hereunder 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 5.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 5.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement.

Section 5.16. **No Warranty of Condition or Suitability by the Governmental Lender and 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 5.17. **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 (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 diminution 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 5.23 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, expense statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding 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 5.23(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 (ii) any notice pursuant to any other Debt owing by Borrower to any Person, and disclosing any non-compliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such non-compliance, Event of Default or Potential Default, as applicable; and

(m) 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 5.25. **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 the 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 CC&Rs (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), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, 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 nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. **Compliance with Other Agreements; Legal Requirements.**

(a) Borrower shall timely perform and comply with, 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 [illegible]

(b) Borrower shall comply, and shall cause the Project and all its users, occupants and tenants to comply with all Legal Requirements, and all Governmental Authorities having jurisdiction over the Project or construction or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is within its control, cause the Project to comply with all applicable CC&Rs and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, equipment, fixturing, use or operation of the Project and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. 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. Funding Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreements requiring 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 10.1(j) hereof) ("**Completion**") 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. The maintenance programs shall be in place at all times to assure the continuation of first class maintenance, which shall meet and be no less than the highest quality of maintenance provided by the Manager for similar size developments managed by the Manager.

Section 5.26. **Fixtures.** Borrower shall deliver to Funding Lender, on demand, 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 of Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents, [illegible] 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 without Funding Lender's prior Written Consent if:

(A) The Tenant Lease Form is 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 CC&Rs and 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.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may deliver written demand to Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) 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.

(b) Obligations. 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.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not, without the [illegible] Funding Lender [illegible] and funds to [illegible]

Section 5.29. **Project Agreements and Licenses.** [illegible] Borrower [illegible] Project Agreements and Licenses [illegible] together with [illegible] Funding Lender [illegible] requested by Funding Lender, all in form and substance acceptable to Funding Lender [illegible] Project Agreements and Licenses [illegible]

Section 5.30. **Payment of Debt Payments.** In addition to its obligations under the Borrower Loan Documents, [illegible] other than any Debt of Borrower as and when the same become due [illegible] in accordance with and perform all covenants, terms and obligations of other instruments or agreements evidencing or securing such Debt [illegible] Funding Lender of any default or event of default under any such note, agreement, instrument and [illegible] 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 part thereof, which have been subordinated to the Security Instrument, regardless of whether or not permitted under this 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 laundering and terrorism. Funding 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 Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding 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 in the amounts and at the times, subject and according to the terms of the Partnership Agreement.

Section 5.34. **Tax Covenants.** The Borrower [illegible] covenants as follows:

[illegible] The Borrower [illegible] any action or omit to take any action [illegible] the interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code) for federal income tax purposes and, if it should take or permit any such action, the Borrower [illegible] 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

and the Regulatory Agreement, as may be necessary in the opinion of Tax Counsel 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 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 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, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note for a 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 this Section 5.34.

(a) Use of Proceeds. The use 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) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) 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 Funding 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 any building and the equipment therefor equal or exceed 15 percent 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 such as the Project. For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vv) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(ww) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on March ___, 2014, and no obligation 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 similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Note.

(xx) Qualified Costs. 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(a) of the Code's regulations) 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 fifty percent (50%) 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 neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur 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 owners 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 Funding 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 Funding Loan, weighted in proportion to the respective cost of each item comprising the property, the cost of which has been or will be financed, directly or indirectly, with the Net Proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be is determined as of the later of (A) the Closing Date for the Governmental Lender Note 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 omit 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 thereof or the 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 Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Agreement or the Borrower Note relating to the Governmental Lender Note, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Governmental Lender Note, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding 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 investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Governmental Lender Note to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees 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 interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from 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 not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and not later than forty-five days after the final Computation Date 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 Funding Lender.

(e) 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.

(f) 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 [illegible] contain [illegible] 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 information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(b) 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.

(c) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limits.

(d) Governmental Lender Note Not a Hedge Bond. The Borrower covenants and agrees that not more than 50% 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(f)(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.

(e) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.[illegible] hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(f) 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 respect from the Project described in the written notice of a public hearing regarding the Governmental Lender Note.

(g) 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, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) 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 5.14 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written

Covenant 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 applicable, 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 requested 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 includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender 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 in such form as may be approved by and upon instruction of Tax Counsel if either the Borrower or the Governmental Lender defaults in the performance of its obligation 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 and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, 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 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Governmental Lender Note in an amount related to the amount of the Borrower Loan.

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 relation to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) Delivery of Unexpended 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;

(ii) [illegible] Rebate Amount [illegible] computation [illegible] Rebate Amount [illegible] previously paid [illegible] the United States [illegible] Section 1.148-3(f)[illegible] the Regulations [illegible] the United States Treasury with respect to the Rebate Amount [illegible] such time [illegible] the United States [illegible] Section 1.148-3(f)[illegible] of the Regulations; and

(iii) 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 as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(ii)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) 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/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment 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 all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 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 in full.

(e) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(f) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly 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 arrangement with respect to the 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.

(c) [illegible] Additional [illegible]. If at any time during the [illegible] of [illegible] the Governmental Lender, the Funding Lender or the Borrower [illegible] any [illegible] which would [illegible] paragraph (b) [illegible] of this Section [illegible], such Person shall be permitted to [illegible] and [illegible] to the [illegible] Tax Counsel [illegible].

(b) [illegible] the Servicer [illegible] the Rebate Fund. [illegible] the Rebate [illegible] to the [illegible] and [illegible] Borrower [illegible] hereof.

(d) Within [illegible] days after [illegible] 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.

(e) All payments to the United States of America pursuant to this Section 5.[illegible] 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 (return receipt requested or [illegible]), 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.[illegible]).

(f) The Borrower shall preserve all statements, forms and explanations received/delivered pursuant to this Section 5.[illegible] and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(g) Moneys and investments 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 obligation.

(h) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if 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(d) 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.

(i) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.[illegible] 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 an opinion of Tax Counsel to the effect [illegible] a copy of which shall be provided to the Funding Lender.

Section 5.[illegible] Covenants under Funding Loan Agreement. The Borrower will [illegible] and [illegible] all of the [illegible] and [illegible] of the Governmental Lender [illegible] undertaken and agreed in the Funding Loan Agreement to require the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing shall not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.17. **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 5.18. **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 shall 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 the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights 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 (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

Section 6.2. **Dissolution.** Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

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 material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multifamily property or terminate such business for any reason whatsoever (other than temporary cessation 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 in its reasonable judgment.

Section 6.5. Assets. Purchase or own any real property or personal property incidental to and used by 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, permit or approval 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) unsecured 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) 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 or as otherwise Borrower shall not lend money, make investments or extend credit, other than in the [illegible] or other Affiliate or any partner of 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 6.21 hereof).

(b) Developer Fees. No fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fees or expenses bear 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 deducting the applicable Retainage (except as otherwise permitted hereunder or by the Funding Lender); no Disbursements to the Developer for any deferred developer fees shall be made.

Section 6.14. Amendment of Related Documents or CC&R's. Without the prior Written Consent of Funding 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&R's (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 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

Section 6.15. Personal Property. Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding 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 commonly utilized by tenants.

Section 6.16. Fiscal Year. Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

Section 6.17. Publicity. Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its Affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance; provided that nothing herein shall prevent Borrower or General Partner from identifying Funding 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 Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies Citibank and its affiliates as the source of the financing provided for herein, or Funding Lender has consented to not being identified on any such sign.

Section 6.18. Subordinate Loan Documents. Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter

[illegible]

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 this Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner 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 Borrower 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 Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after written notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by the Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (or 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 obligations, 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 General Partner in any Borrower Loan Document or Funding 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 General Partner in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect when made;

(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 General Partner or the Guarantor shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due; or

Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless and until the Borrower Controlling Entity 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 Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(n) any portion of Borrower Deferred Equity to be made by the Equity Investor and required for (i) 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 terms of the Partnership Agreement after the expiration of all applicable notice and cure periods;

(o) 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 pay 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) for the payment of any amount in excess of Fifty Thousand Dollars ($50,000);

(p) a Bankruptcy Event shall occur with respect to Borrower, the 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 this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document; provided that any such Bankruptcy Event with respect to a 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 (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 Bankruptcy Event occurs 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;

(q) 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 quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days of 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;

(r) subject to Section 10.1(b) 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, General Partner or Guarantor, or property of Borrower, General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, General Partner or Guarantor, as applicable; provided that any such material litigation or proceeding against the Guarantor shall not constitute an Event of Default if (i) such material litigation is commenced 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) such material litigation or proceeding is commenced 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;

(m) a final judgment or decree for monetary damages in excess of $50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, 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 the Guarantor shall not constitute an Event of Default if (i) 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) 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;

(n) a final, unappealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of $50,000 or more shall be rendered against Borrower, 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, General Partner or Guarantor or against any of their respective assets that is likely to have a material adverse effect upon Borrower, its Managing General Partner or Guarantor, or any judgment, lien [illegible] or [illegible] the Project, the Improvements or any other [illegible] any Related Document, and such judgment, warrant or process shall not have been discharged, vacated, annulled, bonded and released or otherwise [illegible] the construction [illegible] as the case may be, of the Improvements by the [illegible] ten (10) days [illegible] but in no event [illegible] 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, lien, warrant, attachment or similar process against any such Guarantor shall not constitute an Event of Default if such judgment, lien, 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, or if more than one Guaranty was executed by such Guarantor, or if such judgment, lien, warrant, attachment or similar process 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, or 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 guarantors and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender.

(k) The failure of Borrower to satisfy any condition for the receipt of a Disbursement [illegible] other than an Event of Default specifically addressed in this Section 8.1 and failure to remedy the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender; unless such failure(s) 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 the materials stored on-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 labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date.

(l) The construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days.

(m) 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 any required approval, license or permit is withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days.

(l) failure by the Borrower to timely [illegible] the [illegible] in accordance with the [illegible] Agreement.

(m) failure by Borrower to complete the construction or rehabilitation of the Project in accordance with the Construction Funding Agreement.

(n) [Reserved]

failure by any Subordinate Lender to [illegible] the proceeds of its Subordinate Loan [illegible] such amounts and at approximately such times as set forth in the [illegible] Subordinate Loan Documents.

(o) the occurrence of an Event of Default [illegible] under the Subordinate Loan Agreement or under any of the Subordinate Loan Documents or the Regulatory Agreement after the expiration of all applicable notice and cure periods.

(p) 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 8.1) and which failure continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer [illegible] 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 to [illegible] of Default [illegible] to the extent [illegible] 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.

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 (f) or (g) of Section 8.1) and at any time thereafter while such Event of Default continues, 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, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (f) or (g) of Section 8.1, 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 herein or in any other Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of all [illegible] the Funding Loan Agreement shall be [illegible] 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 liens and other 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 agree 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 or power accruing 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 the 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

the possession or control of Funding Lender, 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 nominee 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 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 (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact 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 resume further Disbursements notwithstanding such event or circumstance, and (iii) upon the occurrence of any Event of Default.

Section 8.2.9 **Completion of Improvements.** Upon the occurrence 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 purpose 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 8.11 Power of Attorney. In the event that there is [illegible] Default, and [illegible] Event of Default [illegible] waived [illegible] Borrower hereby [illegible] constitutes and appoints the Funding Lender [illegible] its true and lawful attorney-in-fact with full power of substitution, for the purposes [illegible] the Project and the performance of [illegible] Borrower [illegible] of Borrower, and hereby empowers [illegible] Event of Default, 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 [illegible] Borrower Loan [illegible] Funding Lender Documents [illegible]:

(a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan not yet disbursed 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 in 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 for clearance of title or protection of security;

(f) to execute all applications and certificates in the name of Borrower which may be required by any of the contract documents;

(g) to prosecute and defend all actions and 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 damage; and

(j) to take such action and require such performance as it deems necessary under any of the bonds to be furnished by contractors or to make new bonds [illegible] settlement and compromise with the sureties or obligors thereof 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, during the period of such pursuit of such remedies, in 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 7.4(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 and the Funding Loan 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 Governmental Lender Note and the Funding 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 opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is 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 inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), 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 consents 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;

(iii) update 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

(iv) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

Section 9.1.2 **Use of Information.** The Borrower acknowledges 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 the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required Records for inclusion or summary in the Secondary Market Disclosure Document or for other use 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 Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit 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 a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender, the Governmental Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon 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 it 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 Funding hereof (the "Representative"), together with the Underwriters (collectively, the "Underwriter Group") from and against any and all losses, claims, damages or liabilities to which the Funding Lender, the Borrower or the Underwriter Group may become subject insofar as such liabilities 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 in order to make the statements in the Provided Information, in the light of the circumstances under which they were made, not misleading and will reimburse the Funding Lender, the Borrower, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Borrower or the Underwriter Group in connection with defending or investigating such liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

Section 9.15 Indemnification Procedure. Promptly after receipt by an indemnified party under Sections 9.13 and 9.14 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 9.15, 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 9.16 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.14 hereof is for any reason held to be unenforceable by an indemnified party in respect of any liabilities (or actions in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.14 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties' and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereby agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

ARTICLE TEN
MISCELLANEOUS

Section 10.1. **Notices.** All notices, [illegible], approvals, and requests required or permitted hereunder [illegible] by any party after 4:00 p.m. [illegible] time, as evidenced by the [illegible] shall be deemed to have been received the following [illegible] to the other parties in the manner provided in this paragraph as follows:

If to the Borrower:

and

With a copy to:

If to the Governmental Lender:

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing and Economic Development
Telephone: (312) 744-9476
Facsimile: (312) 742-2271

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

With a copy to:

City of Chicago
Office of the City Comptroller
33 North LaSalle Street, Suite [illegible]
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-[illegible]
Facsimile: (312) 742-[illegible]

If to the Funding Lender: Citibank, N.A.
[illegible]
New York, New York 10013
Attention: Transaction Management Group
Deal ID#
Facsimile: [illegible]

and

[illegible]
Thousand Oaks, California 91360
Attention: [illegible] Asset Manager
Deal ID#
Facsimile: (805) 557-0004

With a copy to:
Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Account Specialist
Deal ID#
Facsimile: (212) 723-8642

And a copy of any notices of default sent to:
Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Deal ID#
Facsimile: (646) 291-5754

Any party may change such party's address for the notices 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 the [illegible] the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way related 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.** [illegible] agreements, [illegible] made herein and in the certificates delivered pursuant hereto shall survive the making by the Funding Lender of the Borrower Loan and the execution and delivery [illegible] of the Borrower Note, and the [illegible] the Borrower Note to the Funding Lender and shall continue in full force and effect so long as any of the Borrower Payment Obligations are unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective Indemnified Parties, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

Section 11.4. **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 collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to the Borrower or 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 11.5. **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 11.6. **Offsets, Counterclaims and Defenses.** The Borrower hereby waives the right to assert a counterclaim, other than a compulsory 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 11.7. **Publicity.** The Funding Lender and the Servicer (and any Affiliates of either of them) shall have the right to issue press releases, advertisements and other promotional 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 approval of the Funding Lender or the Servicer, as applicable.

Section 9.8. **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 construing their meaning against the party that drafted them.

Section 9.9. **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 9.13 and 9.14 hereof, the Underwriter (Citibank) 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 9.10. **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 therein 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 accept full recognition of 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 this 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 9.11. [Intentionally Omitted]

Section 9.12. **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 regard 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 are not, and shall not be construed as, a partner, joint venturer, alter ego, 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 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.13, 9.14, 9.15, 9.16 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.7 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 collection of amounts due or the enforcement of performance or observance of any obligation or agreement 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 in respect of Debt or Contractual Obligations 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 in any way as relieving, modifying or providing 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 of its nature; (i) prior to such contest, Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object; (ii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings; (iii) Borrower furnishes a good and sufficient bond or surety, undertaking or other security in an amount not less than that required by law, as set forth by and satisfactory to Funding Lender, in such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project; (iv) Borrower at all times prosecutes the contest with due diligence; and (v) Borrower pays promptly following a 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 (v) of the preceding sentence, an Event of Default shall 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 transactions 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 in 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 any 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 rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender (as applicable) (or [illegible] in its sole and absolute discretion.

Section 10.21. **Governing Law.** This Borrower Loan Agreement shall be construed in the interpretation and enforcement in accordance with the laws of the State without regard to the conflict of laws principles of such State that would require the application of the laws of another jurisdiction.

Section 10.22. **Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation 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 the 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 any Beneficiary 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 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 appropriate, 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 Funding Lender's obligation to make further such 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 Funding 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 of the sections of this Borrower Loan Agreement are for convenience only and shall be ignored in construing this Borrower Loan Agreement.

Section 10.28. **Servicer.** Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 15 of the Security Instrument, from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and agrees that, unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding 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 shall be 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 (A) COVENANTS 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 Transfer under the terms of the Security Instrument, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Governmental Lender or the Funding Lender at its option by notice to Borrower or such transferee.

Section 10.33. **Reference Date.** This Borrower Loan Agreement is dated for reference purposes only as of the 1st day of October, 2014 and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) 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 or taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never constitute nor give rise to any pecuniary liability of the Governmental Lender. Neither the Governmental Lender, the State, nor any other political subdivision thereof shall be liable for the payment of principal of, premium, if any, or interest on the Funding Loan except that the Funding Loan is payable from no other sources. These are special, limited obligations of the Governmental Lender payable solely out of the security pledged thereunder and the receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement (other than Unassigned Rights) and any monies of, or other sources due to, the Governmental Lender (except for Unassigned Rights). No holder of the Funding Loan has any 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 and 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 this 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 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 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) 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 in light 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, any other Indemnified 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 herein, 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 expressly set forth herein, and no implied 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:

CASA QUERETARO LP,
an Illinois limited partnership

By: CASA QUERETARO APARTMENTS CORPORATION, NFP,
an Illinois not-for-profit corporation
Its general partner

By: __________________________
Name:
Its:

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 "D".
(To Ordinance)

Land-Use Restriction Agreement With Casa Queretaro L.P.

THIS LAND USE RESTRICTION AGREEMENT (this "**Agreement**"), entered into as of _______ 1, 2014, between the **CITY OF CHICAGO**, a municipal corporation 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 **CASA QUERETARO LP**, an Illinois limited partnership (the "**Owner**"),

WITNESSETH:

WHEREAS, pursuant to a Funding Loan Agreement, dated as of _______ 1, 2014 (the "**Funding Loan Agreement**") between the Issuer and Citibank, N.A. (the "**Funding Lender**") and an ordinance adopted by the Issuer on ____ ____, 2014 (the "**Ordinance**"), the Funding Lender will advance funds (the "**Funding Loan**") in an aggregate principal amount not to exceed Eight Million Five Hundred Thousand and 00/100 Dollars ($8,500,000) and the Issuer will issue, sell and deliver its $8,500,000 Multifamily Mortgage Revenue Note, Series 2014 (Casa Queretaro Apartments) (the "**Note**") evidencing the obligation to repay the Funding Loan; and

WHEREAS, the proceeds derived from the issuance and sale of the Note have been lent by the Issuer to the Owner pursuant to the a loan agreement of even date herewith (the "**Borrower Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of construction and equipping of low- and moderate-income residential facilities consisting of a new, four-story, residential building and related common facilities and containing approximately 45 dwelling units, which will include 30 units available to households with incomes up to 60% of area median income and 15 units dedicated for use as public housing, pursuant to the United States Housing Act of 1937 (42 USC §1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof (together with all rights and interests of the Owner in common areas in such buildings and on the related site, the "**Units**"), located on the site described in **Exhibit A** hereto (the "**Site**" and, together with the Units, the "**Project**"); and

WHEREAS, the Units will be leased entirely to low- and moderate-income tenants; and

WHEREAS, the Site is currently owned by the City and will be conveyed to The Resurrection Project, an Illinois not-for-profit corporation (the "**Developer**") and thereafter re-conveyed by the Developer to Owner; and

WHEREAS, the Owner will construct the Units on the Site and will own the Units; and

WHEREAS, in order to assure the Issuer and the Funding Lender that interest on the Note will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:

Section 1. **Term of Restrictions.**

(a) ***Occupancy Restrictions.*** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of such Units and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied, (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding (treating, for such purpose, the Project as being financed in part by the Note), or (iii) the date on which any housing assistance provided with respect to the 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 Project as the "**Qualified Project Period**").

(b) ***Rental Restrictions.*** The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(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 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 (with respect to the Project) after the date of delivery of the Note, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) the Note is promptly retired or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement, and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Note from the gross income of the owners thereof for purposes of federal income taxation; 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 that at any time during the Qualified Project Period with respect to the Project subsequent to such event the Owner or any Affiliated Party has thereafter obtained an ownership interest in the Project for federal income tax purposes. "**Affiliated Party**" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein.

(d) ***Termination***. This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project as provided in paragraphs (a) and (b) of this Section 1, or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Note to remain excludable from gross income for federal income tax purposes.

(e) ***Certification***. Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner's expense) in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) ***Encumbrance of Fee***. In furtherance of enforcing compliance with the provisions of Section 142(d) of the Code and Section 1.103-8(b) of the Regulations applicable to this Agreement, unless the provisions of paragraph (b) or (c) above apply to the Project resulting in a termination of the restrictions set forth herein, such restrictions shall continue to apply to the Project following the termination of the Owner's or any other party's leasehold estate therein, whether or not the Project is thereafter released by the Issuer.

Section 2. **Project Restrictions**. The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, constructed and equipped for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project, 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) Substantially all (not less than 95%) of the 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)(iv)(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)(iv) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, one unit in such building or structure shall be Owner occupied.

(d) None of the Units in the Project will at any time be used on a transient basis, nor will the 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, nor shall any portion of the Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; provided, however, that nothing herein shall be understood to prohibit single room occupancy units occupied under month to month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants in the Project on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, 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.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. **Occupancy Restrictions.** The Owner represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least **40%** of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed **60%** of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 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 determination).

(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 Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written 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 Qualified Tenant.

(d) A Qualifying Certification will be maintained on file at the Project as long as any Notes are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Owner will promptly upon request file a copy thereof with the Issuer.

(e) On the first day of the Qualified Project Period with respect to the Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Owner will submit to the Issuer a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit C executed by the Owner with respect to the Project.

(f) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project an annual certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

Section 4. Rental Restrictions. The Owner represents, warrants and covenants with respect to the Project that once available for occupancy, each Unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) 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). If a Housing Assistance Payments Contract is subsequently entered into with respect to the Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to the Project the Owner will comply with all Section 8 requirements.

Section 5. Transfer Restrictions. The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of the Project, including those contained in 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 with respect to the Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 20 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

Section 6. Enforcement.

(a) The Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding the 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 the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Note from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by 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 under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five 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 either the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Note, 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 Owner and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Note from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Note, 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.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partners shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 7. **Covenants to Run with the Land**. The Owner hereby subjects the Project, the Site and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project, the Units, and the Site, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project, the Units or the Site, or any portion thereof or interest therein (excluding any transferee of a partnership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. **Recording**. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. **Agents of the Issuer**. The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such agency appointment.

Section 10. **No Conflict with Other Documents**. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. **Interpretation**. Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Funding Loan Agreement, the Borrower Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. **Amendment**. Subject to any restrictions set forth in the Funding Loan Agreement, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

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 given as provided for in Section 11.1 of the Funding Loan Agreement.

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. **Limited Liability of Owner**. Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered owners of the Notes, and their respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

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.

CITY OF CHICAGO

By:________________________________
Lois A. Scott, Chief Financial Officer

(SEAL)

ATTEST:

____

Susana A. Mendoza, City Clerk

Acknowledged and agreed to:

CASA QUERETARO LP,
an Illinois limited partnership

By: CASA QUERETARO APARTMENTS CORPORATION, NFP.,
an Illinois corporation
Its general partner

(STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Lois A. SCOTT and SUSANA A, MENDOZA, the CHIEF FINANCIAL OFFICER and CITY CLERK, respectively, of the CITY OF CHICAGO, a municipal corporation 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 _______, 2014.

[SEAL]

____

Notary Public in and for the State of Illinois

My commission expires on:

____

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 ________ of ___________, a[n] Illinois ________, a member of _________ ("________"), the _________ (the "General Partner"), the general partner of _____________ (the "_________"), 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 severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of _______, on behalf of the General Partner, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner and the Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _______________, 2014.

____
Notary Public

(SEAL)

My commission expires on:

____

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement with Casa Queretaro L.P. unavailable at time of printing.]

(Sub)Exhibits "B" and "C" referred to in this Land-Use Restriction Agreement with Casa Queretaro L.P. read as follows:

(Sub)Exhibit "B".
(To Land Use Restriction Agreement With Casa Queretaro LP.)

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 ____, 2014, among the City of Chicago and Casa Queretaro LP, an Illinois limited partnership (the "Owner").

Re: Casa Queretaro 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:

Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
	HEAD			
	SPOUSE			

1. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 1, 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 rental of real or personal property (without deducting expenditures for business expansion or amortization of 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;

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[1] This form of Income Computation and Certification shall be conformed to any amendments to 24 C.F.R. Part 5 or any regulatory provisions promulgated in substitution thereof.

(c) interest and dividends (see 2(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 (f) 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) payment 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, etc.) 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 Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the. same period of time);

(l) compensation from state or local employment training programs in 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) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for 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 under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 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, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, 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) Are all of the individuals who propose to reside in the unit full-time students? _____ Yes ____No.

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins 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 or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ______Yes ______ No.

9. **Relationship to Project Owner**. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. **Reliance**. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. **Further Assistance**. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. **Misrepresentation**. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

Under penalties of perjury, I/we certify that the information presented in this [illegible] is true and accurate [illegible]

Dated this ___ day of ___, 20__.

Applicant Applicant

Applicant Applicant

[Signature of all persons over the age of 18 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 4 above: $___

b. (1) If the amount entered in 7(e)(i) above is greater than $5,000, enter the total amount entered in 7(e)(ii), subtract from that figure the amount entered in 7(e)(iii) and enter the remaining balance ($___);

(2) multiply the amount entered in 7(e)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(e)(i) would be if invested in passbook savings ($___), subtract from that figure the amount entered in 7(e)(iii) and enter the remaining balance ($___); and

(3) enter in space 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:

Less than 80% of Median Gross Income for the Area:**
More than 80% of Median Gross Income for the Area: ___

3. Number of apartments in Project:
Bedroom Size ___ Rent $ ___

4. Owner and tenants of this apartment house for a period of [illegible] have (has) [illegible] employees, anticipate [illegible] in the occupancy of the apartments of tenants of less than 80% of Median Gross Income for the Area.

5. Method used to verify applicant's income:

___ Employer income verification
___ Copies of tax returns
___ Other (   )

Owner or Manager ______________________

---

[*] "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended. If programs under Section 8(f) 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.

[**] See footnote 2.

INCOME VERIFICATION

(for employed persons)

The undersigned employee has applied for a rental apartment in a project financed by the City of Chicago. Below indicate 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 [illegible] limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its projects 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 ______

Exhibit C
To Land Use Restriction Agreement With Casa Queretaro L.P.

Certificate Of Continuing Program Compliance.

The undersigned, on behalf of Casa Queretaro L.P., an Illinois limited partnership (the "Owner"), hereby certifies that:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement, dated as of __________ 1, 2014 (the "Land Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate, the following number of completed Units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land Use Restriction Agreement), or (ii) were previously occupied by Low-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants** No. of Units

Previously occupied by Qualifying Tenants
(vacant and not reoccupied except for a
temporary period of no more than 31 days) No. of Units

3. The total number of completed Units in the Project is.

4. The total number in 2 is at least 40% of the total number in 3 above.

5. No Event of Default (as defined in the Land Use Restriction Agreement) has occurred and is subsisting under the Land Use Restriction Agreement [except as set forth in Schedule A attached hereto].

CASA QUERETARO L.P.,
an Illinois limited partnership

By: CASA QUERETARO APARTMENTS CORPORATION, NFP,
an Illinois corporation,
its general partner

** A Unit all of the occupants of which are full-time students does not qualify as a Unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

Exhibit "E".
(To Ordinance)

Casa Queretaro Rental Project
Redevelopment Agreement

This Casa Queretaro Rental Project Redevelopment Agreement (the "**Agreement**") is made as of this ___ day of ____________, 20___, by and among the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and Casa Queretaro LP, an Illinois limited partnership ("**Partnership**") and The Resurrection Project, an Illinois not-for-profit corporation ("**TRP**", and together with Partnership, the "**Developer Parties**").

RECITALS:

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Section 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 and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment under the provisions of the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Western/Ogden Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Western/Ogden Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Western/Ogden Redevelopment Project Area" (the "**TIF Adoption Ordinance**"). Collectively the three ordinances are defined as the "**TIF Ordinances**". The Redevelopment Area (as defined below) is legally described on Exhibit A.

D. The Project: TRP has acquired from the City (the "Acquisition") certain property comprised of approximately one-quarter acre of land located at 2114 South Damen Avenue at the Northwest corner of South Damen and West 21st Street located within the Redevelopment Area, as legally described on Exhibit B hereto (the "Property"). TRP will contribute or otherwise convey the Property to Partnership, and in accordance with this Agreement and within the time frames set forth in Section 3.01 hereof, the Developer Parties shall commence and complete the following activities (collectively, the "Project"): construct one new 45-unit multi-family rental building for low-income families, including 15 units to be dedicated for use as public housing (the "CHA Units"), and an adjacent 15-vehicle surface parking lot (the "Facility") on the Property, which will consist of one-, two- and three-bedroom rental units and related common areas. The Facility shall have energy efficient features such as double glazed windows, high efficiency individual furnaces and central air conditioning in each unit, Energy Star refrigerators, high efficiency lighting in units and common areas, low VOC paints and adhesives; floor materials will include 75% recycled content material. The following standard features will be included in each unit: kitchens with a large stainless steel sink and a gas stove with a fully vented exhaust hood; at least one bathroom that is fully adaptable to ADA requirements, with full-size tubs and linen closets; cable; and an enter-phone entry system. 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 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 Western/Ogden Tax Increment Financing Program Redevelopment Plan and Project, as amended from time to time (the "**Redevelopment Plan**").

F. City Financing and Assistance: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes to pay or reimburse the Developer Parties for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement. In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes (as defined below) pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**"), at a later date as described and conditioned in Section 4.07 hereof. The proceeds of the TIF Bonds (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Available Incremental Taxes.

G. **Environmental Matters**: In 2008, GSG Consultants, Inc. ("**GSG**") conducted a Comprehensive Site Investigation of the Property for TRP. GSG prepared a Phase I Environmental Site Assessment Report, dated February 24, 2014 for TRP (the "**Phase I Report**"). GSG prepared a Remediation Objectives Report/Remedial Action Plan, dated February 2009 for TRP. Due to a change in the plans for the development of the Property, GSG prepared an Updated Comprehensive Site Investigation Report dated April 2014 for TRP. Due to a change in the plans for the development of the Property, GSG prepared an Updated Remediation Objectives Report/Remedial Action Plan, dated April 2014 for TRP (the "**ROR/RAP**"). The ROR/RAP contained the following recommendations for remediation activities: soil will be excavated to a minimum of three feet across the entire Property and disposed of off-site at an approved landfill; upon completion of soil excavation and off-site disposal activities at the Property, engineered barriers will be installed across the entire Property; uncovered (unpaved) surfaces will consist of a minimum of three feet of clean fill across the entire Property and then capped with concrete, permeable pavers, asphalt and other impermeable materials; clean imported materials will be placed as backfill for the excavated

[illegible]

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:

AGREEMENT

SECTION 1: RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraphs and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits, which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents

1 Recitals, Headings and Exhibits
2 Definitions
3 The Project
4 Financing
5 Conditions Precedent
6 Agreements with Contractors
7 Completion of Construction or Rehabilitation
8 Covenants/Representations/Warranties of Developer
9 Covenants/Representations/Warranties of the City
10 Developer's Employment Obligations
11 Environmental Matters
12 Insurance
13 Indemnification
14 Maintaining Records/Right to Inspect
15 Defaults and Remedies
16 Mortgaging of the Project
17 Notice
18 Miscellaneous

List of Exhibits

A *Redevelopment Area
B-1 *Property Legal Description
B-2 Site Plan
C-1 Project Budget
C-2 *Construction (MBE/WBE) Budget
D *TIF-Funded Improvements
E Construction Contract
F Approved Prior Expenditures
G *Permitted Liens
H Opinion of Developer Parties Counsel
I Form of Payment Bond
J Requisition Form
K *Lender Financing
L Escrow Agreement
M Form of Certificate of Completion

(An asterisk (*) indicates which exhibits are to be recorded.)

SECTION TWO: DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings listed below:

"Acquisition" has the meaning defined in the Recitals.

"Act" has the meaning defined in the Recitals.

"Actual Residents of the City" has the meaning defined in Section 10.02 hereof.

"**Affiliate**" means any individual, corporation, partnership, trust, limited liability company or entity which directly or indirectly controls, is controlled by or is under common control with, or has common ownership of at least 50% with, in whole or in part, a Developer Party, or any successor to a Developer Party, or its successor(s) or assign(s).

"**Agreement**" has the meaning defined in the Agreement preamble.

"**All Applicable Public Housing Requirements**" means all requirements applicable to public housing, including, without limitation, the Housing Act, HUD regulations thereunder (except to the extent that HUD has granted waivers of regulatory requirements), the Consolidated Annual Contributions Contract between HUD and CHA (including the Mixed Finance Amendment), the Mixed Finance Proposal, as amended, the Declaration of Restrictive Covenants, the Amended and Restated Moving to Work Demonstration Agreement and all other pertinent Federal statutory, executive order and regulatory requirements, as such requirements may be amended from time to time.

"**AMI**" shall mean Chicago-area median income, adjusted for family size, as defined in 24 C.F.R. Part 5.403) and, as determined from time to time by HUD.

"**Annual Compliance Report**" shall mean a signed report from the Partnership to the City (a) itemizing each of the Developer Parties' obligations under this Agreement during the preceding calendar year, (b) certifying the Developer Parties' 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 Parties are 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, but not be limited to, the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.12); (2) delivery of updated insurance certificates, if applicable (Section 8.13); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.14); (4) compliance with the Affordability Requirements (Section 8.19); and (5) compliance with all other executory provisions of the Agreement.

"**Available Incremental Taxes**" means, for each payment, an amount equal to the Incremental Taxes on deposit in the Redevelopment Project Area Special Tax Allocation Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which is available for the financing or payment of Redevelopment Project Costs, after deducting (i) the City Fee, (ii) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement including, without limitation, Incremental Taxes allocated or pledged for the Prior TIF Financings, and (iii) debt service payments with respect to the Bonds, if any.

"**Available Project Funds**" means: (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.

"**Bonds**" has the meaning defined in Section [illegible] hereof.

"**Bundle**" has the meaning defined in Section 8.01(j) hereof.

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

"Certificate" means the Certificate of Completion of Construction described in Section 7.01.

"CHA" means the Chicago Housing Authority.

"CHA Documents" means the Declaration of Restrictive Covenants, the Regulatory and Operating Agreement, the Rental Lease Rider and the CHA Loan Agreement.

"CHA Units" shall mean the 15 residential units in the Project to be dedicated for use as "public housing" (as defined in Section 3(b) of the Housing Act).

"CHA Residents" shall mean Tenants who qualify to occupy a unit to be used as public housing (as defined in Section 3(b) of the Housing Act).

"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 Section 3.04.

"City" has the meaning defined in the Agreement recitals.

"City Contract" has the meaning defined in Section 8.01(l) hereof.

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

"City Fee" means the fee(s) described in Section 4.12 hereof.

"City Funds" means the funds described in Section 4.03(b) hereof.

"City Group Member" has the meaning defined in Section 8.12 hereof.

"City Regulatory Agreement" means that certain Regulatory Agreement entered into as of the date hereof by Partnership and the City.

"City Tax Commitment" has the meaning defined in Section 2.10(b) hereof.

"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.

"Construction Contract" means, collectively those certain contracts substantially in the form of Exhibit G, to be entered into between Developer Parties and the General Contractor (as defined below) providing for construction of the Project.

"Construction Program" has the meaning defined in Section 10.03 hereof.

"Contribution" has the meaning defined in Section 8.07(g) hereof.

"Corporation Counsel" means the City's Office of Corporation Counsel.

"[illegible]" means [illegible], an Illinois not-for-profit corporation.

"Deed" has the meaning defined in Section 3.01(a) hereof.

"Davis-Bacon Act" shall mean 40 U.S.C. Section [illegible] et seq.

"Developer Parties" has the meaning defined in the [illegible] hereof.

"Domestic Partners" has the meaning defined in Section [illegible] hereof.

"DPD" means the City's Department of Planning and Development, or any successor department thereto.

"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 hereof.

"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 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, including but not limited to the 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 Parties (other than funds derived from Lender Financing (as defined below)) available for use when required by the Project, in the amount stated in Exhibit [illegible] attached hereto, which amount may be increased pursuant to Section 4.06 hereof (Cost Overruns).

"Escrow Agreement" means that certain Escrow Agreement entered into as of the Closing Date by the City, Developer Parties, Lenders and other parties, in substantially the form attached as Exhibit [illegible].

"Event of Default" has the meaning defined in Section 15.01 hereof.

"Existing Materials" shall mean the Hazardous Materials and other environmental conditions described in any [illegible] reports existing on the Property prior to or as of the Closing Date.

"Existing Mortgages" has the meaning defined in Section [illegible] hereof.

"Facility" has the meaning defined in the Recitals.

"Financial Statements" means, for each of Partnership and [illegible], [illegible] statements of such Developer Party regularly prepared by such Developer Party, including but not limited to, a balance sheet, income statement and cash flow statement, prepared in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the [illegible] pursuant to [illegible] hereof.

"FOIA" has the meaning defined in Section 8.1(q) hereof.

"General Contractor" means the general contractor(s) hired by the Developer / Partnership under Section 6.01 hereof.

"Governmental Charge" has the meaning defined in Section 5.1(j) hereof.

"GSG" has the meaning defined in the recitals.

"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, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), polychlorinated biphenyls (PCBs), RCRA metals which exceed the IEPA Tier 1 remediation objectives (unless excluded), any material (crude oil, 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.

"Housing Act" shall mean the United States Housing Act of 1937 (42 USC §1437, et seq.) as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Human Rights Ordinance" has the meaning defined in Section 10.01(a) hereof.

"IEPA" means the Illinois Environmental Protection Agency, or any successor agency thereto.

"In Balance" has the meaning defined in Section 4.03(a) hereof.

"Incremental Taxes" means 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 for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Redevelopment Project Area Special Tax Allocation Fund.

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 13.01 hereof.

"Lender" means any governmental agency, including but not limited to CHA, or financial lending institution providing Lender Financing.

"Lender Financing" means funds borrowed by Partnership from Lenders and available to pay for costs of the Project, in the amounts set forth in Exhibit F, if any.

"Limited Partner" means ______________, an affiliate of ______________ and its successors and assigns.

"Local Records Act" has the meaning defined in Section 8.1(q) hereof.

"MBE(s)" has the meaning defined in Section 10.03 hereof.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03 hereof.

"MBE/WBE Program" has the meaning defined in Section 10.03 hereof.

"Municipal Code" means the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" has the meaning defined in Section 16 hereof.

"NFRL" shall mean a final Comprehensive No Further Remediation Letter issued pursuant to the SRP.

"Non-Governmental Charges" means all non-governmental charges, liens, claims, or encumbrances relating to Developer Parties, the Property or the Project.

"Other Contract" has the meaning defined in Section 8.03(g) hereof.

"Partnership" has the meaning defined in the Agreement preamble.

"Permitted Liens" means those liens and encumbrances against the Property and/or the Project stated in Exhibit G.

"Permitted Mortgage" has the meaning defined in Section 16.01 hereof.

"Phase I Report" has the meaning defined in the recitals.

"Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the Project.

"Political fundraising committee" has the meaning defined in Section 8.01(j) hereof.

"Pre-existing Environmental Conditions" means the presence of any Hazardous Materials at, on, under or about the Property as of the Closing Date.

"Prior Expenditure(s)" has the meaning defined in Section 4.05 hereof.

"Prior TIF Financings" shall mean, collectively, the following: [This list is to be updated to include all TIF financings caused prior to the Closing Date.]

a. Pursuant to a note ordinance adopted by the City Council on June 9, 2003, as amended on November 1, 2006, the City issued on May 13, 2004 its Tax Increment Allocation Revenue Note (Chicago Christian Industrial League Properties, Inc. Redevelopment Project), Taxable Series 2004A, in the amount of $2,000,000 and its Tax Increment Allocation Revenue Note (Chicago Christian Industrial League Properties, Inc. Redevelopment Project), Taxable Series 2004B, in the amount of $4,527,904 to the Chicago Christian Industrial League Properties, Inc., secured by the pledge of certain taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the Chicago Christian Industrial League Properties, Inc. redevelopment project.

b. Pursuant to an ordinance adopted by the City Council on November 16, 2010, the City entered into a redevelopment agreement with The American National Red Cross dated as of April 12, 2011, wherein the City pledged certain taxes generated by parcels within the

Redevelopment Area for the payment of redevelopment project costs in connection with the Addition to Nathan S. Davis [illegible] redevelopment project in an amount not to exceed $[illegible].

c. Pursuant to a Master Intergovernmental Agreement between the City and the Public Building Commission dated February 1, 2010 and a Supplemental Intergovernmental Agreement dated April 1, 2012, the City entered into an intergovernmental agreement with the Public Building Commission dated December 31, 2012, whereby the City pledged certain taxes generated by parcels within the Redevelopment Area for payment of redevelopment project costs in connection with the Public Building Commission (Chicago Children's Advocacy Center) redevelopment project in an amount not to exceed $9,000,000.

d. Pursuant to an ordinance adopted by the City Council on May 4, 2011, the City entered into an intergovernmental agreement with the Chicago Park District dated April 1, 2014, whereby the City pledged certain taxes generated by parcels within the Redevelopment Area for payment of redevelopment project costs in connection with the [illegible] Field (Park No. 510) redevelopment project in an amount not to exceed $3,000,000.

"Procurement Program" has the meaning defined in Section 10.03 hereof.

"Project" has the meaning defined in the recitals.

"Project Budget" means the budget stated in Exhibit C-1, showing the total cost of the Project by line item, as furnished by Partnership to DPD, in accordance with Section 3.03 hereof.

"Property" has the meaning defined in the recitals.

"Purchase Price" has the meaning defined in Section 3.12(a) hereof.

"Redevelopment Area" has the meaning defined in the recitals.

"Redevelopment Plan" has the meaning defined in the recitals.

"Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes are to be deposited.

"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 Plan or otherwise referenced in the Redevelopment Plan.

"Released Claims" has the meaning defined in Section 3.12(g) hereof.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit J, to be delivered by the Developer to DPD pursuant to Section 4.04 hereof.

"ROR/RAP" has the meaning defined in the recitals.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Site Plan" has the meaning defined in the recitals.

"SRP" means the State of Illinois Site Remediation Program, as codified at 415 ILCS

[illegible]

"State" means the State of Illinois, as defined in the recitals.

"Survey" means 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, 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 as required by the City or lender(s), if any).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 2021, such date being the date that is 23 years after the creation of the Redevelopment Area.

"TIF Adoption Ordinance" has the meaning defined in the recitals.

"TIF Bonds" has the meaning defined in the recitals.

"TIF Bond Ordinance" has the meaning defined in the recitals.

"TIF Bond Proceeds" has the meaning defined in the recitals.

"TIF Ordinances" has the meaning defined in the recitals.

"TIF-Funded Improvements" means 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, and (iv) are shown in Exhibit B.

"Title Company" means __________.

"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 Project related to Lender Financing, if any, issued by the Title Company.

"TRP" has the meaning defined in the Agreement preamble.

"TRP Partnership Parties" shall have the meaning set forth in Section [illegible] hereof.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" has the meaning defined in Section 10.03 hereof.

SECTION THREE: THE PROJECT

3.01 The Project. The Developer Parties shall, [illegible] (i) [illegible] and (ii) [illegible] subject to the provisions of Section [illegible] hereof (Force Majeure).

3.02 Scope Drawings and Plans and Specifications. The Developer Parties have delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 shall be submitted to DPD as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as in effect on the date of this Agreement and all applicable federal, State and local laws, ordinances and regulations. The Developer Parties shall 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. The Developer Parties have furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than [illegible]. The Partnership hereby certifies to the City that (a) [illegible] sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Partnership will promptly deliver to DPD copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 Change Orders. 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 the Partnership to DPD. The Partnership 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 Partnership of DPD's written approval (which shall not be unreasonably withheld). The Construction Contract, and each of the subcontracts 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 Partnership.

3.05 DPD Approval. Any approval granted by DPD under this Agreement 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 under any City ordinance, code, regulation or any other governmental approval, nor does any such approval by DPD under this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer Parties' obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals). The Developer Parties shall not commence construction of the Project until Developer Parties have obtained all necessary permits and approvals [illegible] and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. [illegible] the Project [illegible] written progress report [illegible] Department of [illegible] Property.

3.08 Inspecting Agent or Architect. The independent agent or architect [illegible] selected by the [illegible] shall be the inspecting agent or architect for DPD 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 [illegible]. The inspecting agent or architect [illegible] with respect to the Project [illegible] to DPD [illegible] Project.

3.09 Barricades. [illegible] construction barricade of a type and appearance satisfactory to the City and which barricade was constructed in compliance with all applicable federal, State or City laws, ordinances, rules and regulations. DPD 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 the Project) installed after the date of this Agreement.

3.10 Signs and Public Relations. [illegible] the Property during the Project [illegible] 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 Parties and the Project in the City's promotional literature and communications.

3.11 Accessibility for Disabled Persons. Partnership acknowledges that it is in the public interest to design, construct and maintain the Project in a manner that promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and related improvements have been 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.

3.12 Conveyance of Property.

The following provisions shall govern the City's conveyance of the Property to [illegible]:

(a) Purchase Price. The City hereby agrees to sell, and [illegible] hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property for One Dollar ($1.00) (the "Purchase Price"), which is to be paid to the City at the Closing [illegible] The Developer [illegible] fair market value of the Property [illegible]

[illegible] the Property [illegible] TRP [illegible] the Partnership [illegible] the Agreement and comply with its terms and conditions.

(b) Form of Deed. The City shall convey the Property to TRP 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 for the [illegible] Redevelopment Area;

(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 Developer, its Affiliates and their agents.

(c) Title and Survey. TRP and the Partnership each acknowledge that it has received a commitment for an owner's policy of title insurance for the Property, Commitment No. ____, with an effective date of ________, 20__, issued by the Title Company (the "City Title Commitment"), showing the City in title to the Property. TRP shall be solely responsible for and shall pay all costs associated with updating the City Title Commitment (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 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 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, TRP shall have the option to do one of the following: (i) accept title to the Property subject to the exceptions; or (ii) terminate this Agreement. If TRP elects not to terminate this Agreement as aforesaid, TRP agrees to accept title subject to all exceptions.

(d) The Land Closings. The conveyances of the Property from the City to TRP, and from TRP to the Partnership 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 TRP and the Partnership have satisfied all conditions precedent set forth in this Agreement, unless DPD, 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. TRP shall immediately reconvey the Property to the Partnership.

(e) Recording Costs. TRP shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

(f) "AS IS" SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. TRP AND THE PARTNERSHIP EACH ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. TRP AGREES TO ACCEPT THE 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 PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. TRP AND THE PARTNERSHIP EACH 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 PARTNERSHIP AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK (AS DEFINED BELOW) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

"Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

(g) Release and Indemnification. TRP and the Partnership each, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "**TRP/Partnership Parties**") hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which TRP, the Partnership or any of the TRP/Partnership 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 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 Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "**Released Claims**"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, TRP shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold

[illegible]

(b) [illegible] the Property [illegible] TIF [illegible] Closing Date.

(c) [illegible] this Agreement (regardless of the reason for such termination).

SECTION FOUR. FINANCING

4.01 **Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be ($[illegible]) to be applied in the manner stated in the Project Budget and funded from the sources set forth [illegible].

4.02 **Developer Parties Funds.** Equity and Lender Financing will be used to pay [illegible] of Project [illegible].

4.03 City Funds.

(a) [illegible] City Funds [illegible] the Developer Parties [illegible] TIF-Funded Improvements [illegible] Project Costs. Exhibit [illegible] 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 Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. [illegible] this Agreement, including but not limited to this Section 4.03 and Section [illegible] hereof, the City hereby agrees to provide up to $[illegible] in City funds (the "City Funds") from Available Incremental Taxes to pay [illegible] the Developer Parties [illegible] TIF-Funded Improvements; provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed Four Million Three Hundred [illegible] Thousand [illegible] Dollars ($4,[illegible]) [illegible] TIF-Funded Improvements [illegible] by the City [illegible] area [illegible] Available Incremental Taxes [illegible] Redevelopment Project Area Special Tax Allocation Fund [illegible].

The Developer Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements is limited to, and contingent upon, the availability of City Funds [illegible]. In the event that such improvements are not funded, the amount of Equity to be contributed by the Developer Parties pursuant to Section 4.01 hereof shall be increased [illegible] City Funds so available.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds in two payments to [illegible] as follows: (a) $2,186,040 upon the completion of 50% of the construction of the Project as certified to the City in a request for payment with required supporting documentation; and (b) $2,186,040 upon the issuance of the Certificate.

4.04 **Construction Escrow.** The City and the Developer Parties hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

4.05 **Sale or Transfer of the Property or Project by Developer Parties.**

(a) Prior to the Date of Issuance of the Certificate. Subject to Section 18.01 hereof, Partnership must obtain the prior approval of the City for any sale or transfer to an entity that is not a Developer Party of any part of the Property or the Project prior to the issuance of the Certificate. Such approval by the City will be subject to the reasonable discretion requirement stated in Section 18.15. For purposes of this Section 4.05, the phrase "sale or transfer of any part of the Property or Project" includes any sales or transfers which are a part of the sale or transfer of all or substantially all of Partnership's assets or equity but does not include the lease of residential units in accordance with Section 8.16 hereof.

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

4.07 **Cost Overruns.** If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, or if the cost of completing the Project exceeds the Project Budget, Developer Parties will be solely responsible for such excess cost, 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.

4.08 **Preconditions of Disbursement.** Prior to each disbursement of City Funds hereunder, the following requirements and documentation must be met and submitted to DPD, which must be satisfactory to DPD in its sole discretion. Delivery by the [illegible]

[illegible] disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid 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 Parties have 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 Agreement are true and correct and the Developer Parties are in compliance with all covenants contained herein;

(e) the Developer Parties have received no notice and have 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. The Developer Parties hereby agree that, if the Project is not In Balance, the Developer Parties 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 Parties 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 Parties. In addition, the Developer Parties shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.09. City Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.10. Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer Parties' compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed [illegible] as provided in Sections [illegible] and 15.02 hereof.

4.[illegible] TIF Bonds. [illegible] of TIF Bonds in an amount which, [illegible] Developer Parties will cooperate with the City in the issuance of the TIF Bonds, as provided in this Section 4.[illegible].

SECTION FIVE: CONDITIONS PRECEDENT

The following conditions precedent to closing must be satisfied [illegible] in connection with [illegible] time period is specified, prior to the Closing Date:

5.01 *Project Budget.* Developer Parties will have submitted to DPD, and DPD will have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 **Scope Drawings and Plans and Specifications.** Developer Parties will have submitted to DPD, and DPD will have approved, the Scope Drawings and Plans and Specifications as provided in Section 3.02.

5.03 **Other Governmental Approvals.** Developer Parties will have secured or applied 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 DPD.

5.04 **Financing.**

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

(b) Prior to the Closing Date, Partnership will deliver to DPD a copy of the Escrow Agreement. The Escrow Agreement must provide that DPD will receive copies of all construction draw request materials submitted by Partnership after the date of this Agreement.

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

(d) The City agrees that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their Lenders if such Lender(s) require such collateral assignment.

5.05 **Acquisition and Title.** On the Closing Date, Developer Parties will furnish the City with a copy of the Title Policy for the Property, showing Partnership as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions [illegible]

[illegible]

5.06 **Evidence of Clean Title.** [illegible] the Developer Parties, at their own expense, will have provided the City with current searches under [illegible] 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 (N.D. Ill.)	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

5.07 **Surveys.** Developer Parties will have furnished the City with 3 copies of the Survey.

5.08 **Insurance.** Partnership, at its own expense, will have insured the Property and the Project as required under Section 12. Prior to the Closing Date, certificates required under Section 12 evidencing the required coverages will have been delivered to DPD.

5.09 **Opinions of Developer Parties' Counsel.** On the Closing Date, Developer Parties will have furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit M, with such changes as may be required by or acceptable to Corporation Counsel. If any Developer Party 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 M, such opinions will be obtained by such Developer Party from its general corporate counsel.

5.10 **Evidence of Prior Expenditures.** Developer Parties will have provided evidence satisfactory to DPD of the Prior Expenditures as provided in Section 4.05 hereof.

5.11 **Financial Statements.** Developer Parties will have provided Financial Statements to DPD for their fiscal year 20[illegible] and their most recently available [illegible] interim financial statements.

5.12 **Additional Documentation.** Partnership will have provided documentation to DPD, satisfactory in form and substance to DPD, [illegible] Partnership's employment and [illegible] operating leases and other [illegible] by Partnership prior to [illegible] the Project thereon.

5.13 **Environmental Audit.** Partnership will have provided DPD with [illegible]

5.14 Entity Documents. Each of GP and LP shall provide a copy of its Certificate of Limited Partnership or Articles of Incorporation, containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which it is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other corporate documentation as the City has requested. Partnership shall provide comparable organizational documentation.

The Developer has provided to the City an Economic Disclosure Statement ("EDS"), dated as of the Closing Date, which is incorporated by reference, and the Developer further will provide any other affidavits or certifications as may be required by 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 pursuant to the requirements of Section 2-154-020 of the Municipal Code, 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, and failure to promptly provide such updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15 Litigation. Developer Parties will provide to Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving Developer Parties or any Affiliate of Developer Parties (excluding any limited partners of the Partnership) 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 SIX: AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) DPD acknowledges that Partnership has selected ________________ as the General Contractor for the Project. Partnership will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago.

(b) Partnership must submit copies of the Construction Contract to DPD as required under Section 6.02 below. Upon the written request of the City, Partnership will provide photocopies of all subcontracts entered or to be entered into in connection with the Project within five (5) Business Days of the execution thereof. The Partnership 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 until the Plans and Specifications have been approved by the City and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Partnership must deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to work on the Project, for DPD's prior written approval. Following the execution of such contract by Developer Parties, the General Contractor and any other parties thereto, Partnership must deliver to DPD 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, [illegible] 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 [illegible]. The City shall be named as obligee or co-obligee on such bond.

6.04 **Employment Opportunity**. [illegible] contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10; provided, however, that [illegible] the MBE/WBE [illegible] the requirements of Section 10 [illegible] such obligation shall [illegible] as a termination of this Agreement [illegible] payments [illegible] appropriate basis.

6.05 **Other Provisions**. In addition to the requirements of this Section 6, the General Contractor and all subcontractors shall comply with the provisions required under Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (MBE/WBE Commitment), Section 12 (Insurance) and Section 14.01 (Books and Records).

SECTION SEVEN. COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction.

(a) Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Partnership's written request, DPD shall issue to Developer Parties a certificate in recordable form certifying completion of construction substantially in the form attached hereto as Exhibit M (the "Certificate") and evidencing that Developer Parties have fulfilled their obligations to complete the Project in compliance with the terms and conditions of this Agreement. DPD shall respond to Partnership's written request for a Certificate within 30 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 Developer Parties in order to obtain the Certificate. Partnership may resubmit a written request for a Certificate 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.

(b) Each Developer Party [illegible] would constitute an Event of Default. Each Developer Party hereby acknowledges that the City will not issue the Certificate until [illegible] Monitoring and Compliance unit has determined in writing that Partnership is in complete compliance with all City requirements (M/WBE, City residency [illegible] as required in this Agreement [illegible]

[illegible]

(b) [illegible] the Agreement [illegible] Developer [illegible] the Term of the Agreement [illegible] 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.

(c) Those covenants specifically described at Sections [illegible] (Real Estate Provisions), 8.19 (Mandatory Requirements), 8.24 (Annual Compliance Report) 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. The other executory terms of this Agreement that remain after the issuance of the Certificate will be binding only upon each Developer Party or a permitted assignee of such Developer Party who, as provided in Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of such Developer Party's rights under this Agreement and assume such Developer Party's liabilities hereunder.

7.03 Failure to Complete. If Developer Parties fail 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:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(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 City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available under Section 4.01, Partnership will 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 Parties; provided, that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any TIF Bonds.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD will provide Developer Parties, at their written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION EIGHT. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER PARTIES.

8.01 General. Each of Partnership, [illegible] and [illegible] represent, warrant and covenant, as of the date of this Agreement [illegible] as follows. [illegible] (Partnership only), [illegible] or [illegible] shall be deemed [illegible] by [illegible] or [illegible], as applicable [illegible]:

(a) [illegible]

[illegible] (CHA only);

(c) THP is [illegible];

(d) The execution, delivery and performance of this Agreement has been duly authorized [illegible] and does not and will not violate [illegible] any applicable provision of law, or constitute a breach of, default under, or require any consent under any agreement, instrument or document to which THP is now a party or by which THP is now or may become bound; THP has the full power and authority to enter into, execute, deliver and perform this Agreement [illegible] and approvals required to complete the Project (THP only);

(e) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate CCAC's 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 CCAC is now a party or by which CCAC is now or may become bound; CCAC has the full power and authority to enter into, execute, deliver and perform this Agreement (CCAC only);

(f) Partnership (i) is an Illinois limited partnership duly organized and validly existing in the State of Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized by all necessary limited partnership action to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its certificate of limited partnership or partnership 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 Partnership is now a party or by which it may become bound (Partnership only);

(g) Partnership has acquired and will maintain good and merchantable leasehold title, or fee simple title, as the case may be, to the Property (and all improvements thereon) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (Partnership only);

(h) Partnership is now, and until the earlier to occur of the expiration of the Term of the Agreement or the date [illegible] the Partnership [illegible] Plan [illegible] (Partnership only);

(i) [illegible] no action, litigation or proceeding by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or, to Partnership's actual knowledge, affecting Partnership which would impair its ability to perform under this Agreement (Partnership only);

(j) Partnership has or will acquire [illegible] governmental approvals, permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project (Partnership only);

(k) [illegible]

[illegible] (Partnership only);

[illegible] material adverse change [illegible] (Partnership only);

[illegible] Partnership shall not do any of the following without the prior written consent of DPD: (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 or in accordance with Section 4.05; (3) enter into any transaction outside the ordinary course of Partnership's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (except as required under the Lender Financing [illegible] the Project); or (5) enter into any transaction that would cause a material and detrimental change to Partnership's financial condition; provided, however, this section shall not apply to any leases entered into in the ordinary course of business [illegible] tenants; it being acknowledged that Partnership shall have the right to enter into leases in the ordinary course of business for all or any portion of the Property for lease to tenants in accordance with Section 8.19 hereof on such terms as are determined by Partnership (Partnership only);

(m) Partnership has not incurred, and, prior to the issuance of the Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Project other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Project or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget (Partnership only);

(n) None of the Developer Parties has 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 such Developer Party in violation of Chapter 2-156-120 of the Municipal Code of Chicago, as amended;

(o) None of the Developer Parties or 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 purposes of this subsection (o) 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 [illegible]

(j) The Developer Parties understand that (1) the [illegible] City Funds are [illegible] the [illegible] Available Incremental Taxes [illegible] Redevelopment Project Area Special Tax Allocation Fund [illegible] the Available Incremental Taxes [illegible] to any other party [illegible] of the City; (2) the City Funds are limited obligations of the City, payable solely from the Available Incremental Taxes deposited in the Redevelopment Project Area Special Tax Allocation Fund; (3) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (4) Developer Parties have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (5) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof; (6) the Developer Parties have sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds; (7) there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b) hereof; (8) the Developer Parties may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City, and to the fullest extent permitted by law agrees to indemnify the City for any loss, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and (9) the City has no continuing obligation to provide it with any information concerning the City Funds or otherwise, except as set forth in this Agreement; and

(k) Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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, 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. 2011-4 prior to the Closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:
(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
  1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. The partners have at least two of the following arrangements:
    a. joint ownership of a motor vehicle;
    b. a joint credit account;
    c. a joint checking account;
    d. a lease for a residence identifying both domestic partners as tenants.
  4. Each partner identifies the other partner as a primary beneficiary in a will.

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

8.07 Covenant to Redevelop. Upon DPD's approval of the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, the Project Budget as provided in Section 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer Parties shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, 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 Project, the Property and/or the Partnership.

The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee of the Property until [illegible] released in whole or in part by the City acting through DPD pursuant to a written instrument executed pursuant to Section 7.03 and recorded against the Property or any portion thereof.

8.03 **Redevelopment Plan.** Developer Parties represent that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer Parties will be used by Developer Parties solely to pay for or reimburse Developer Parties for their payment for the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. At the request of the City, Developer Parties 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) TIF Bonds or other bonds ("Bonds") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements, provided, however, that any such amendments will not have a material adverse effect on Developer Parties or the Project. Developer Parties will cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in its preparation of an offering statement with respect thereto. None of the Developer Parties will 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 Parties that is determined to be false and misleading.

8.06 **Employment Opportunity.**

(a) Developer Parties covenant and agree 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 8.06 and Section 10 provided, however, that the compliance, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Partnership will submit to DPD a plan describing their compliance program prior to the Closing Date. It is anticipated that 40 temporary FTE construction jobs and 2 permanent FTE jobs will be created as a result of construction and operation of the Project.

(b) Partnership will deliver to the City written progress reports by [illegible], but not less than quarterly, detailing compliance with the requirements of Sections 8.06, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Partnership will also deliver a plan to DPD which will outline, to DPD's satisfaction, the manner in which Developer Parties will correct any shortfall.

8.07 **Employment Profile.** Partnership shall submit, and the Developer Parties shall contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.08 **Prevailing Wage.** Developer Parties covenant and agree 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 federal government pursuant to the Davis Bacon Act to all 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 pursuant to such contract. If federal prevailing wage rates are revised, the revised rates will apply to all such contracts. Upon the City's request, Partnership will provide the City with copies of all such contracts entered into by any Developer Party or the General Contractor to evidence compliance with this Section 8.08.

8.09 **Arms-Length Transactions.** Unless DPD has given its prior written consent with respect thereto, no Affiliate of a Developer Party 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 Parties will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by a Developer Party and reimbursement to such Developer Party for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.10 **No Conflict of Interest.** Under Section 5/11-74.4-4(n) of the Act, each Developer Party 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 Developer Parties with respect thereto (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 any Developer Party, the Property, the Project, or to any Developer Party's actual knowledge, any other property in the Redevelopment Area.

8.11 **Disclosure of Interest.** None of the Developer Parties' counsel has direct or indirect financial ownership interest in a Developer Party, the Property, or any other feature of the Project.

8.12 **Financial Statements.** Partnership will obtain and provide to DPD Financial Statements for Partnership's fiscal year ended 20__ and each yearly thereafter for the Term of the Agreement. In addition, if requested by DPD, Partnership will submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.13 **Insurance.** Solely at their own expense, Developer Parties will comply with all provisions of Section 12 hereof.

8.14 **Non-Governmental Charges.**

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, and subject to Section 8.14(b) below, Developer Parties agree 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 or may become attached thereto and which are owned by a Developer Party which creates, may create, or appears to create a lien upon all or any portion of the Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer Parties 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 Parties will furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other evidence satisfactory to DPD, evidencing payment of the Non-Governmental Charges in question.

(b) Right to Contest. Developer Parties 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 Parties' covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.14); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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.

8.15 Developer's Liabilities. No Developer Party will enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Each Developer Party will immediately notify DPD of any and all events or actions which may materially affect such party's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.16 Compliance with Laws. To the best of each Developer Party'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 Parties will provide evidence satisfactory to the City of such current compliance.

8.17 Recording and Filing. Partnership 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. Partnership will pay all fees and charges incurred in connection with any such recording. Upon recording, Partnership will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, Developer Parties agree to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer Parties, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer Parties 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 (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 Developer Parties, the Property, or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer Parties have 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 will be deemed or construed in any way as relieving, modifying or extending Developer Parties' covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Partnership has given prior written notice to DPD of a Developer Party's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(x) Developer Parties will demonstrate to DPD's satisfaction that legal proceedings instituted by Developer Parties 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 to satisfy such Governmental Charge prior to final determination of such proceedings; and/or,

(y) Developer Parties will furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 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.

(iii) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, the Partnership must 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 Partnership 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 Partnership must forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(b) Developer Parties' Failure To Pay Or Discharge Lien. If Developer Parties fail to pay or contest any Governmental Charge or to obtain discharge of the same as required by this Section 8.18, Developer Parties will advise DPD thereof in writing, at which time, DPD may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer Parties under this Agreement, in DPD's sole discretion, make any payment or payments of such Governmental Charge, or any portion thereof, or take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer Parties. Notwithstanding anything contained herein to the contrary, this paragraph is not intended to and shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer Parties fail to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

8.19 **Affordability Requirements.**

(a) Affordable Units. Of the [illegible] units comprising the Project, 42 units (or 34% of the Project's units) shall be CHA Units allocated to households with incomes not greater than 60% AMI; and 35 units (or 28% of the Project's units) shall be allocated to households with AMI not greater than 60%.

(b) CHA Units. The Developer Parties agree and covenant to the City that notwithstanding anything herein to the contrary contained, the CHA Units in the Project shall be operated and maintained in compliance with All Applicable Public Housing Requirements.

(c) The covenants set forth in this Section 8.19 shall run with the land and be binding upon any transferee.

(d) The City and the Partnership may enter into a separate Agreement to implement the provisions of this Section 8.19, as necessary.

8.20 **Job Readiness Program.** If requested by the City, Partnership will use its best efforts to encourage its tenants at the Project to participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

8.21 **Broker's Fees.** Partnership 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.

8.22 **No Business Relationship with City Elected Officials.** Partnership acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Partnership 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, shall be grounds for termination of this Agreement and the transactions contemplated thereby. Partnership 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 **Environmental Features.** The Developer [illegible] the Project [illegible] the following [illegible]

[illegible]

8.24 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Partnership shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.25 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer Parties acknowledge that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended (the "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 Developer Parties receive a request from the City to produce records within the scope of FOIA, then the Developer Parties covenant to comply with such request within 48 hours of the date of such request. Failure by the Developer Parties to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer Parties submit to the City under Section 8.21 (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 the Developer Parties to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer Parties mark any such documents as "proprietary, privileged or confidential." If the Developer Parties mark a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, 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. The Developer Parties acknowledge 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 Developer Parties covenant to use best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.26 Survival of Covenants. All warranties, representations, covenants and agreements of Partnership contained in this Section 8 and elsewhere in this Agreement are true, accurate and complete at the time of Partnership's execution of this Agreement, and will survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 upon the issuance of the Certificate) will be in effect throughout the Term of the Agreement.

SECTION 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 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 PARTIES' EMPLOYMENT OBLIGATIONS

10.01 **Employment Opportunity.** The Developer Parties, on behalf of themselves and their successors and assigns, hereby agree, and shall contractually obligate their various contractors, subcontractors or any Affiliate of the Developer Parties operating on the Property (collectively, with the Developer Parties, the "**Employers**" and individually an "**Employer**") to agree, that for the Term of this Agreement with respect to Developer Parties 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. (2002 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, shall cooperate with and promptly and timely provide to the City all information which may be required to determine compliance with applicable 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, agreements with any Affiliate operating on the Property, so that each such provision will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(g) Failure to comply with the employment obligations described in this Section 10.06 will be a basis for the City to pursue remedies under the provisions of Section 15 hereof, subject to the cure period set forth in Section 15.03.

10.07 City Resident Construction Worker Employment Requirement.

(a) Developer Parties agree for themselves and their successors and assigns, and will contractually obligate their 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 Parties, the 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 Parties, 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) Partnership 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) Partnership, 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 DPD 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 Parties, 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 DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer Parties, 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 DPD, affidavits and other supporting documentation will be required of Developer Parties, 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 Parties to provide work for actual Chicago residents (but below the minimum percentage of worker hours performed by actual Chicago residents as required hereunder) in accordance with procedures established 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.

(i) When work at the Project is completed, in the event that the City has determined that Developer Parties have failed to ensure the fulfillment of the requirement of this Section 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 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 set forth in the Project Budget undertaken by Developer Parties (and specifically excluding any tenant improvements which are not undertaken by Developer Parties) (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 Partnership 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 Parties, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer Parties 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 Parties 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 Parties will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project (other than contracts for demolition and demolition entered into prior to the date of this Agreement).

10.03 Developer Parties' MBE/WBE Commitment. Developer Parties agree 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 aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

(i) At least 26 percent by MBEs.

[illegible]

(b) For purposes of this Section 10.03 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer Parties' MBE/WBE commitment may be achieved in part by Developer Parties' status as an MBE or WBE (but only to the extent of any actual work performed on the Project by such Developer Party) 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 Parties 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 Parties' MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, Developer Parties shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Partnership shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer Parties 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 Parties' compliance with this MBE/WBE commitment. Developer Parties 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 Developer Parties, on five Business Days' notice, to allow the City to review Developer Parties' 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 [illegible]

[illegible] MBE/WBE [illegible] Sections 2-92-[illegible] of the Municipal Code, as applicable.

[illegible] MBE/WBE commitment as described in this [illegible]

[illegible] Prior to the commencement of the Project, Partnership shall be required to meet with the City's monitoring staff with regard to Partnership'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, Partnership 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, Partnership 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 Partnership is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Partnership, 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 Partnership to halt the Project, (2) withhold any further payment of any City Funds to Developer Partner or the General Contractor, or (3) seek any other remedies against Partnership available at law or in equity.

SECTION ELEVEN. ENVIRONMENTAL MATTERS

11.01 Environmental Matters. Partnership hereby represents and warrants to the City that Partnership has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws (taking into account the anticipated issuance and applicability of any NFR Letter issued with respect to the Property), this Agreement and all Exhibits, the Scope Drawings, the Plans and Specifications and all amendments thereto, the TIF Bond Ordinance, if any, and the Redevelopment Plan.

Without limiting any other provisions hereof, Partnership agrees to indemnify, defend and hold the City [illegible] 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 Partnership: (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 all or any portion of the Property, or (ii) [illegible] under any Environmental Laws relating to the Property.

11.02 Environmental Remediation. [illegible] undertake [illegible] environmental [illegible] to permit [illegible] the RAP/RAO [illegible] permits and specifications for the Project and [illegible] with the City to ensure [illegible] the requirements of the SRP [illegible] by Partnership [illegible] shall be approved by the City, which approval shall not be unreasonably withheld. [illegible] Remediation Work on the Property [illegible] shall be solely responsible for all [illegible] procedures, including [illegible] Building Department, [illegible] the IEPA [illegible] Chicago Department of [illegible] disposal [illegible] removal or treatment of Hazardous Materials from the Property. [illegible] Partnership acknowledges [illegible] that the City will not [illegible] a Certificate of Completion until the IEPA has issued, and the City has [illegible] Comprehensive NFR Letter for the Property, with City approval [illegible]. The City shall have the right to approve any changes or modifications to the RAP/RAO, which approval shall not be unreasonably withheld. If Partnership discovers any underground storage tanks, additional PCB contaminated soil or other unexpected Pre-existing Environmental Conditions (as defined below) during the Environmental Remediation Work, Partnership shall notify the City as soon as reasonably practicable and cooperate with the City to develop a work plan to address such conditions. Partnership shall be responsible for the remediation of any unexpected Pre-existing Environmental Conditions.

11.03. **SRP / Comprehensive No Further Remediation Letter.** Partnership shall enroll the Property in the SRP and obtain from the IEPA a Final Comprehensive No Further Remediation Letter.

SECTION TWELVE: INSURANCE

12.01. **Insurance.** The Partnership must provide and maintain, at Partnership'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 $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 $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, Partnership 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, Partnership 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 Partnership undertakes any construction, including improvements, betterments, and/or repairs, the Partnership 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.

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 Project. 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) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, the Partnership 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. 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 Partnership must furnish the City of Chicago, Department of Housing Services, 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 Partnership 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 Partnership is not a waiver by the City of any requirements for the Partnership to obtain and maintain the specified coverages. The Partnership shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Partnership 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 Partnership and Contractors.

[illegible] 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 [illegible] coverages and limits furnished by Partnership in no way limit the Partnership'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 Partnership 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 Partnership 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 Partnership must require Contractor and subcontractors to provide the insurance required herein, or Partnership may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Partnership unless otherwise specified in this Agreement.

If Partnership, any Contractor or subcontractor desires additional coverage, the party desiring the additional coverage 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 THIRTEEN: INDEMNIFICATION

13.01 General Indemnity. Each of Developer Parties agrees to severally, but not jointly, 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, 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 investigation, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Such Developer Party's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Such Developer Party'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

the existence of any material misrepresentation or omission in [illegible] this Agreement [illegible] related to this Agreement [illegible]

[illegible]

(iv) a Developer Party's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; or

(v) any act or omission by each Developer Party or any of its Affiliates;

provided, however, that no Developer Party shall have any 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, each Developer Party will 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 will survive the termination of this Agreement.

SECTION FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 **Books and Records.** The Developer Parties 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 Partnership'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 Partnership's offices for inspection, copying, audit and examination by an authorized representative of the City, at Partnership's expense. No Developer Party will pay for salaries or fringe benefits of auditors or examiners. Developer Parties must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by a Developer Party with respect to the Project.

14.02 Inspection Rights. Upon 3 Business Days' notice, any authorized representative of the City will have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION FIFTEEN: 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, will constitute an "Event of Default" by a Developer Party, as applicable, hereunder; provided, however, the occurrence of an Event of Default by Partnership shall not be deemed to constitute an Event of Default by TRP or COAC and the occurrence of an Event of Default by TRP or COAC shall not be deemed to constitute an Event of Default by Partnership:

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

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

(c) the making or furnishing by a Developer Party to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with the

[illegible]

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon [illegible] a Developer Party [illegible] 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 [illegible]

(e) the commencement of any proceedings in bankruptcy by or against a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party'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 a Developer Party; 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 a Developer Party, for any substantial part of a Developer Party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of a Developer Party; 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 a Developer Party which remains unsatisfied or undischarged and in effect for 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 Partnership, TRG or GDAC;

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

(k) the failure of a Developer Party, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to a Developer Party, 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 a Developer Party shall be one owning in excess of thirty-three percent (33%) of such Developer Party's partnership interests, membership interests or shares of stock.

[illegible] the occurrence of an Event of Default, the City may terminate this Agreement [illegible]

[illegible] incorporated [illegible] [illegible].

15.02 Remedies. [illegible] the City may [illegible] this Agreement [illegible] and may suspend disbursement of City Funds. [illegible] 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. Without limiting the generality of the foregoing, with respect to [illegible] the City [illegible] Event of Default [illegible] otherwise [illegible] in no event shall the City be entitled to exercise its remedies [illegible] Event of Default applicable to [illegible] in the event [illegible] remedies [illegible].

15.03 Curative Period.

(a) In the event a Developer Party shall fail to perform a monetary covenant which it 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 applicable party 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 a Developer Party shall fail to perform a non-monetary covenant which it is required to perform under this Agreement, an Event of Default shall not be deemed to have occurred unless the applicable party (or the non-defaulting Developer Party) 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, the applicable party 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; provided, further, that there shall be no cure period with respect to the filing of the Annual Compliance Report pursuant to Section 8.24 hereof.

15.04 Right to Cure by the Limited Partner and/or Lender. 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 or termination of disbursement of City Funds, a required Repayment, 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 Lenders, and the Limited Partner [illegible] shall have the right (but not the obligation) to cure such default as follows:

(a) [illegible] default exists, the Limited Partner may [illegible] within [illegible] (10) days after the [illegible] except as provided in Section 15.04(b) below, and the City shall [illegible] the [illegible] Developer Party [illegible]. If the Limited Partner does not cause such monetary default to be cured within [illegible].

(b) If a non-monetary default exists (except for a Personal Developer Default, as hereinafter defined), the Limited Partner may cause to be cured such non-monetary default within 90 days after the later of (and the non-electing party, except as provided in Section 15.04(d) 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 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 a Lender may cure such non-monetary default in the manner set forth in Section 15.04(d); and

(c) If a monetary default exists, a Lender may cure such 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 a Lender 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; provided, however, to the extent the cure right set forth in this Section 15.04(c) is exercised by a Lender, the exercise of such cure right shall be first by the non-governmental Lender, if any, and secondly by any governmental Lender; and

(d) If a non-monetary default exists (except for a Personal Developer Default), a Lender 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 a Lender 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 a Lender to take control of the Project by initiating the 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; provided further, to the extent the cure right set forth in this Section 15.04(d) is exercised by a Lender, the exercise of such cure right shall be first by the non-governmental Lender(s), if any, and secondly by any governmental Lender(s); and

(e)(1) If such non-monetary default would be an Event of Default set forth in Section 15.01(e), (f), (g), (j) or (l) hereof (each such default being a "Personal Developer Default"), the Limited Partner or Lenders (as applicable and in that strict order as more fully provided in this Section 15.04(e) below and not otherwise, the "Electing Party"), may provide written notice (the "Assumption Notice") to the City and the Limited Partner or Lenders (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. Such Assumption Notice, if and when delivered within said 30-day period, shall set forth how 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 18.14 hereof of all of the Developer Parties' rights, obligations and interests in this Agreement to the Electing Party or any other party agreed to in writing by Lender and the City, which assignment shall be deemed to cure the Personal Developer Default.

(2) Upon receipt by the City and Lenders (as applicable) of an Assumption Notice from the Limited Partner or a Lender (as applicable) 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 Developer Parties' rights, obligations and interests in this Agreement, but in no event longer than 120 days after the delivery of notice of the City of the Personal Developer Default. (i) If the Limited Partner or Lender (as applicable) elects,

[illegible] the Developer [illegible] Agreement within [illegible] days from the [illegible] by the [illegible] in accordance with the provisions of Section 15.14 [illegible] the Developer [illegible] Agreement [illegible].

(b) [illegible] Project Lenders shall be [illegible] by the Funding Parties [illegible] Section 15.04(g) [illegible] the City shall [illegible] Agreement [illegible].

(c) During [illegible] Lender [illegible] Potential Event of Default [illegible] Developer [illegible] payments [illegible] Funds [illegible] Event of Default [illegible].

(d) The City agrees that at any time during which an Event of Default has occurred [illegible] the Developer [illegible] continuously pursuing actions or remedies under the [illegible], will [illegible] the Developer Parties, which are intended to cause substantial completion of the Project and [illegible] the City shall [illegible] remedies under Section 15.02.

(e) Notwithstanding anything to the contrary contained in this Agreement, including without limitation the continuation of any cure period under Section 15.03 and Section 15.04, in the event Lender initiates a foreclosure proceeding [illegible] the Lender Parties and Lender [illegible] substantial completion, the City may immediately commence to exercise any and all [illegible] specified in Section 15.02 above.

SECTION SIXTEEN. MORTGAGING OF THE PROJECT

16.01 **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 [illegible] (including but not limited to mortgages made prior to or on the Closing Date in connection with Lender Financing) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that a Developer Party may hereafter elect to record or permit to be recorded against the Property or any portion thereof without the prior written consent of the City is referred to herein as a "**New Mortgage.**" Any mortgage or deed of trust that a Developer Party may hereafter elect to 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 Parties as follows:

(a) In the event that any of [illegible] interest in the Property [illegible] New Mortgage [illegible] in lieu of foreclosure, and in conjunction therewith [illegible] Developer Party [illegible] Agreement and [illegible] the City [illegible] such party will be entitled to no rights or benefits under this Agreement [illegible].

(b) If any lender (or any other party) shall succeed to a Developer Party's interest in the Property or any portion thereof by the exercise of remedies under a Permitted Mortgage (other than an Existing Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of such Developer Party'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 such Developer Party for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer Party" 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 a Developer Party's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of such Developer Party which accrued prior to the time such party succeeded to the interest of such Developer Party under this Agreement, nor shall the City have the right to apply a lien against or otherwise enforce any remedies hereunder against the Project in which case such Developer Party will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of such Developer Party'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 specified in Section 7.02.

(c) Prior to the issuance by the City to Developer Parties of a Certificate under Section 7 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 DPD. 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, consent of the Commissioner of DPD is not required for any such New Mortgage.

SECTION 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 Planning and Development
Attn: Commissioner
121 North LaSalle Street, Room 1000
Chicago, IL 60602
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
312/744-8538 (Fax)

If to a Developer Party:

Casa Queretaro LP
Casa Queretaro Apartments Corporation NFP
c/o The Resurrection Project
1818 South Paulina Street
Chicago, IL 60608

With a copy to: Applegate & Thorne-Thomsen, P.C.
[illegible]
Chicago, Illinois [illegible]
Attention: [illegible]
Fax: (312) [illegible]

And to: [illegible]

If to CHA: Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605
Attn: Chief Executive Officer

With a copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn: Chief Legal Officer

or at such other address or telecopier/fax 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 given in accordance herewith. Any such communication shall be deemed to have been given (i) when delivered, if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number [illegible] communication is deposited in the U.S. Mail, postage prepaid [illegible] herein, (iii) upon 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 DPD Approval. Any request under this Agreement for City or DPD approval submitted by a Developer Party 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 Parties to request City or DPD approval;

(c) Include a clear statement in bold type that failure by the City to respond to such Developer Party's request for approval by a certain date will result in the requested approval being deemed to have been granted by the City or DPD;

(d) Include a clearly stated deadline date for the City's or DPD's response; and

(e) Be supplemented by [illegible] date of receipt of such Developer Party's request.

SECTION EIGHTEEN. ADDITIONAL PROVISIONS

18.01 Amendments. Except as provided in Section 4.1 [illegible] expressly [illegible]

[illegible] this Agreement and the Exhibits attached hereto may not be [illegible] modified, amended or [illegible] without the written consent of all parties. [illegible] approval, if [illegible] the Commissioner [illegible] may consent or [illegible] the redevelopment [illegible] of clerical error [illegible] new [illegible] of property [illegible] provided that [illegible] have [illegible] (c) [illegible] with [illegible] budgets and/or the approval of Change Orders resulting in changes to the Project Budget in accordance with Section 3.05 and Exhibit [illegible] to be adjusted [illegible] Plan, (e) [illegible] the terms of the [illegible] budget [illegible] as such [illegible] materially consistent with [illegible] hereunder, and (f) [illegible] material omissions or [illegible] other [illegible] encumbrances not in the nature of a [illegible]. Amendments required in clauses (b), (c) and (e) [illegible] require the Partnership's consent. The City in its sole discretion may amend, modify or supplement the Redevelopment Plan. For purposes of this Agreement, Developer Parties are only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement.

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.

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 Parties or any successor in interest to Developer Parties in the event of any default or breach by the City or for any amount which may become due to Developer Parties or any successor in interest from the City or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer Parties and City each agree 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 will 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. 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 [illegible] Nothing contained in this Agreement, nor any act of the City or the Developer Parties, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Developer Parties.

18.08. Titles and Headings. The headings of the sections and paragraphs of this Agreement are for convenience and reference only and [illegible] define, limit, [illegible] or [illegible] 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. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is to 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 effects the parties' intent in entering into this Agreement.

18.11. 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.

18.12. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State, 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 will be in form and content satisfactory to the City.

18.14. Assignment. Prior to the issuance by the City to Developer Parties of the Certificate, Developer Parties 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 the Developer Parties may collaterally assign their respective interests in this Agreement to any Lender identified to the City as of the Closing Date if any such Lender requires such collateral assignment. Any successor in interest to Developer Parties under this Agreement 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 8.25 (Survival of Covenants) hereof, for the Term of the Agreement. Each Developer Party hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15. Binding Effect. This Agreement will be binding upon Partnership, TRP, LQAC, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Partnership, TRP, QLAC, the City and their respective successors and permitted assigns (as provided herein).

18.16. Force Majeure. Neither the City nor Developer Parties 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, [illegible] 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.

18.17. Exhibits and Schedules. All of the exhibits and schedules attached hereto 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 had been set forth verbatim herein.

18.18. **Business Economic Support Act.** Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.) (2002 State Bar Edition), as amended, if Partnership is required to provide notice under the WARN Act, Partnership 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 Partnership has locations in the State. Failure by Partnership 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.

18.19. **Approval.** Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD'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, DPD 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 DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate of Completion or otherwise administering this Agreement for the City.

18.20. 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."

18.21. 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 shall be extended to the next succeeding Business Day.

18.22. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and representations of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

18.23. Equitable Relief. In addition to any other available remedies provided for herein, by 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 [illegible] with respect thereto, [illegible] or other equitable relief, [illegible]

[illegible]

24.13 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, [illegible] Illinois and the [illegible] Northern District of Illinois.

24.14 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, if the City is determined to be the prevailing party in an action [illegible] fees and such expenses, whether or not there is a lawsuit, including [illegible] fees and expenses 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.

IN WITNESS WHEREOF, the parties hereto have caused this [illegible] Redevelopment Agreement to be signed on or as of the day and year first above written.

CITY OF CHICAGO

By: ______________________
Andrew J. Mooney, Commissioner
Department of Planning and Development

CASA QUERETARO LP, an Illinois limited partnership

By: Casa Queretaro Affordable Corporation, NFP
an Illinois not-for-profit corporation,
its General Partner

By: ______________________
Name: ______________________
Its: ______________________

THE RESURRECTION PROJECT, an Illinois not-for-profit corporation

By: ______________________
Name: ______________________
Its: ______________________

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

SEAL

[(Sub)Exhibit "B-2" referred to in this Casa Queretaro Rental Project Redevelopment Agreement printed on page 89413 of this *Journal*.]

[(Sub)Exhibit "B-1" referred to in this Casa Queretaro Rental Project Redevelopment Agreement constitutes Exhibit "F" to ordinance and printed on pages 89427 and 89428 of this *Journal*.]

[(Sub)Exhibits "E", "F", "I", "K" and "L" referred to in this Casa Queretaro Rental Project Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "C-1", "C-2", "D", "G", "H", "J" and "M" referred to in this Casa Queretaro Rental Project Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Casa Queretaro Rental Project
Redevelopment Agreement)

Redevelopment Area.

Legal Description

A tract of land comprised of parts of the northeast, northwest, southwest and southeast quarters of Section 13 and the northeast and southeast quarters of Section 24, both in Township 39 North, Range 13 East of the Third Principal Meridian, together with parts of the northwest, southwest and southeast quarters of Section 18, parts of the northeast, northwest, southeast and southwest quarters of Section 19, part of the southwest quarter of Section 17 and parts of the northwest and southwest quarters of Section 20, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

> beginning at the intersection of the eastward extension of the present north line of Roosevelt Road, as located in Block 18 of the Assessor's Division of the east half of the southeast quarter of Section 18 aforesaid with the northward extension of the present east line of said Ashland Avenue in Section 20 aforesaid; thence south along said northward extension, passing into said Section 20, and along said east line and said east line extended south, crossing the 16 foot wide east/west alley in the north part of Block 4 in Sampson and Greene's Subdivision of certain blocks in Sampson and Greene's Addition to Chicago, West Washburne Avenue, the 16 foot wide east/west alley in the south part of said Block 4, West 13th Street, the 16 foot wide east/west alley south of and adjoining Lot 5 in the subdivision of Lots 19 to 24 in Block 5 of Sampson and Greene's Addition, West Hastings Street, West 14th Street, West 14th Place, West 15th Street, the vacated 16 foot wide east/west alley in the north part of Block 13 in said Sampson and Greene's Subdivision, vacated West 15th Place, the vacated 16 foot wide east/west alley in the south part of said Block 13, and West 16th Street, to an intersection with the eastward extension of the south line of said West 16th Street as located in Section 19 aforesaid; thence west along said eastward extension, passing into said Section 19, and along said south line and said south line extended west, crossing South Ashland Avenue, South Marshfield Avenue,

South Paulina Street, the 10 foot wide north/south private alleys in Kaspar's Subdivision of Lots 1 to 25, inclusive, in Block 34 in the subdivision of said Section 19, to the east line of South Wood Street; thence south along said east line, and along said east line extended south, to an intersection with the eastward extension of the south line of the 16 foot wide east/west alley in the Newberry Estate Subdivision of Block 35 in the subdivision of Section 19 aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing South Wood Street and South Wolcott Avenue, to the east line of a 16 foot wide north/south alley in the Newberry Estate Subdivision of Block 36 in the subdivision of Section 19; thence south along said east line, and said east line extended south, to the south line of West 17th Street; thence west along said south line to the east line of South Damen Avenue; thence west, crossing said avenue, to the intersection of the west line of said South Damen Avenue with the south line of West 17th Street in Block 37 in the division of Section 19 aforesaid; thence west along said south line and along said south line extended west, crossing South Hoyne Avenue, to the west line of said avenue; thence north along said west line to the northeast corner of Lot 35 in Evans' Subdivision of part of the south half of Block 38 in the division of Section 19; thence west along said north line to the east line of a 16 foot wide (partially vacated) north/south alley; thence south along said east line to an intersection with the eastward extension of the south line of a 15 foot wide east/west alley north of and adjacent to the north line of Lot 34 of Evans' Subdivision aforesaid; thence west along said eastward extension and along said south line and said south line extended west, crossing South Hamilton Avenue (partially vacated) and the vacated 16 foot wide north/south alley east of and adjacent to Lots 23 through 26 in said Evans' Subdivision, to the east line of South Leavitt Street (partially vacated); thence south along said east line, crossing the 16 foot wide east/west alley in said Evans' Subdivision, to an intersection with the eastward extension of the south line of West 18th Street; thence west along said eastward extension and along said south line and said south line extended west, crossing said South Leavitt Street and South Oakley Avenue, to the northwest corner of Lot 19 in Block 3 of Johnston's Subdivision of the north half of the west half of the southwest quarter of Section 19 aforesaid; thence south along the west line of said lot to an intersection with the southeasterly line of West 18th Street; thence southwesterly along said southeasterly line to the present east line of South Western Avenue; thence south along said east line, and along said east line extended south, crossing the 16 foot wide east/west alley in Block 3 of Johnston's Subdivision aforesaid, West 18th Place, the 16 foot wide east/west alley in Block 4 of said Johnston's Subdivision, West 19th Street, West Cullerton Street and West 21st Street, to an intersection with the eastward extension of the south line of West 21st Street in Section 24 aforesaid; thence west along said eastward extension, and along said south line and along said south line extended west, crossing South Western Avenue and passing into said Section 24, and crossing the 16 foot wide north/south alley in Block 15 of the Subdivision of Blocks 10, 11, 12, 13, 14 and 15 in Walker's Douglas Park Addition to Section 24 aforesaid, a north/south railroad right-of-way and South Rockwell Street, to an intersection with the southward extension of the west line of said street; thence north along said southward extension, and along said west line and said west line extended north, crossing West 21st Street, the 16 foot wide east/west alley in the south part of Block 12 of said Douglas Park Addition and West Cullerton Street, to the south line of the 16 foot wide east/west alley in the north part of said block; thence west along said south line to the east line of South Washtenaw Avenue; thence south along said east line to an intersection with the eastward extension of the south line of Lot 44 in Block 6 of McMahon's Subdivision of the west half of the west half of the southeast quarter of Section 24 aforesaid; thence west along said eastward extension and along said south line to the east line of the 16 foot wide north/south alley in said Block 6; thence south along said east line and along said east line extended south, crossing West 21st Street aforesaid, to an intersection with the eastward extension of the south line of West 21st Street, aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing the 16 foot wide north/south alley in Block 7 of McMahon's Subdivision aforesaid, South Fairfield Avenue, the 16 foot wide north/south alley in Block 8 of said subdivision, and South California Avenue, to an intersection with the southward extension of the west line of said avenue; thence north along said west line and said west line extended north, crossing West 21st Street, the 16 foot wide east/west alley in Block 10 of the subdivision of Blocks 10 to 15 in Walker's Douglas Addition aforesaid, the Burlington Northern Railroad Company right-of-way and West 18th Place, to an intersection with the westward extension of the north line of West 19th Street in Block 4 of McMahon's Subdivision aforesaid; thence east along the westward extension and along said north line and said north line extended east, crossing South California Avenue and the 16 foot wide north/south alley in said Block 4 to the east line of said alley; thence northeasterly along the northwesterly line of said West 19th Street, crossing South Fairfield Avenue and the 16 foot wide north/south alley in Block 3 of McMahon's Subdivision aforesaid, to the west line of South Washtenaw Avenue; thence north along said west line, and said west line extended north, crossing the 16 foot wide east/west alley in said Block 3, West 19th Street, the 16 foot wide east/west alleys in Block 2 of said McMahon's Subdivision, West 18th Street and West 18th Place, to an intersection with the westward extension of the present north line of said West 18th Place; thence east along said westward extension and along said north line to the east line of Lot 7 in S. R. Mills' Addition to Chicago, being a subdivision of certain lots in Cossitt's Subdivision and Pope's Subdivision in Section 24 aforesaid; thence north along said east line, and along the northward extension of said east [illegible] adjacent Section 24-39-N-13 East; thence west along said north line to the west line of Lot 11 in [illegible] and Dawson's Subdivision; thence north along said west line, and said west line extended north, crossing West 15th Street, to the north line of said street; thence east along said north line to the west line of South Rockwell Street; thence north along said west line and said west line extended north, crossing West 14th Place, the 16 foot wide east/west alley in Rockwell and [illegible] Subdivision of Lots 1 and 2 in Block 5 in Cook and Anderson's Subdivision in Section 24 aforesaid, Ogden Avenue as widened, and the 16 foot wide southwest/northeast alley in the subdivision of Lots in Blocks 1, 4 and 5 in Cook and Anderson's Subdivision aforesaid, to the south line of West 13th Street; thence west along said south line and along said south line extended west, crossing the 16 foot wide north/south alley in the subdivision of Lot 24 in Block 1 of Cook and Anderson's Subdivision aforesaid, and South Talman Avenue, to the west line of said avenue; thence north along said west line, and said west line extended north, crossing West 12th Place, to an intersection with the north line of said 12th Place; thence east along said north line to the west line of South Talman Avenue; thence north along said west line, and said west line extended north, crossing the 16 foot wide east/west alley in the subdivision of Lots 6, 7, 8, 9 and 10 in Block 1 in Cook and Anderson's Subdivision aforesaid, to the south line of West Roosevelt Road; thence west along said south line and along said south line extended west, crossing South Washtenaw Avenue, South Fairfield Avenue and South California Boulevard, passing into Section 13 aforesaid, to an intersection with the southward extension of the west line of said South California Boulevard as located in said Section 13; thence north along said southward extension, and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in Block 1 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G.W. Clarke's Subdivision, West Fillmore Street, Railroad Lands in Block 2 of Charles H. Kohl's Subdivision of Blocks 17, 18, 23 and 24 of said G.W. Clarke's Subdivision, West Taylor Street, West Arthington Street, West Polk Street, West Lexington Street, West Flournoy Street, and the 16 foot wide east/west alley in Block 1 of Forsythe, Spear and Wallace's Subdivision of Blocks 1, 3 and 8 of G.W. Clarke's Subdivision aforesaid, to the south line of West Harrison Street; thence west along said south line to an intersection with the southward extension of the west line of the 16 foot wide north/south alley in James W. Baldwin's Resubdivision of Block 6 and Lots 1 to 24 of Block 1 of Reed's Subdivision; thence north along said southward extension and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in said Baldwin's Subdivision and West Congress Parkway, to a point on the westward extension of the north line of said parkway; thence east along said westward extension, and along said north line and said north line extended east, crossing South California Avenue, vacated South

Washtenaw Avenue and vacated South Talman Avenue to the west right-of-way line of the Union Pacific Railroad Company; thence south along said west right-of-way line, and along said west line extended south, to the centerline of West Harrison Street; thence east along said centerline to an intersection with the southward extension of the east right-of-way line of the Union Pacific Railroad Company; thence north along said southward extension and along said east line, to the aforementioned north line of West Congress Parkway; thence east along said north line, and along said north line extended east, crossing vacated South Maplewood Avenue, vacated South Campbell Avenue, and South Western Avenue, passing into Section 18 aforesaid, to the east line of said Western Avenue; thence north along said east line to the northwest corner of Lot 10 in Block 2 in the subdivision of Lots 1 to 12, inclusive, of Block 12 of Rockwell's Addition to Chicago; thence east along the north line of said Lot 10, and along said north line extended east, crossing the 16 foot wide north/south alley in said Block, to the east line of said alley; thence south along said east line to the north line of the 16 foot wide east/west alley in said Block 2; thence east along said north line and along said north line extended east, crossing South Claremont Avenue, the 16 foot wide north/south alley in Block 1 of the aforementioned subdivision of Lots 1 to 12, and South Oakley Avenue to the east line of said avenue; thence south along said east line and along said east line extended south, to the north line of West Harrison Street; thence east along said north line, and along said north line extended east, crossing vacated South Bell Avenue, to the west line of the vacated 16 foot wide north/south alley in the subdivision of Lot 13 in Block 12 of Rockwell's Addition to Chicago; thence north along said west line and along said west line extended north, crossing the vacated 16 foot wide east/west alley in said block, to an intersection with the westward extension of the north line of Lot 1 in Thompson's Subdivision of Lots 19 and 20 and the south 14 feet of Lot 18 in Block 2 in Young's Subdivision in Section 18 aforesaid; thence east along said westward extension, crossing said vacated alley and South Leavitt Street to the east line of said street; thence south along said east line and said east line extended south, crossing West Harrison Street to an intersection with the south line of said street; thence west along said south line to the east line of said South Leavitt Street; thence south along said east line, and said east line extended south, crossing the vacated 16 foot wide east/west alley in Block 2 of Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago in Section 18 aforesaid, to the north line of West Flournoy Street; thence east along said north line and along said north line extended east, crossing South Hoyne Avenue, to an intersection with the northward extension of the east line of said avenue; thence south along said northward extension and along said east line and said east line extended south, crossing West Polk Street, to the south line of said street; thence west along said south line, and along said south line extended west, crossing the 16 foot wide [illegible] (north/south) alley in Block 8 of the [illegible] Resubdivision aforesaid, West Fowler Street, the 16 foot wide north/south private alley in Block 7 of said resubdivision, and South Leavitt Street, to an intersection with the southward extension of the west line of South Leavitt Street; thence north along said southward extension, and along said west line and said west line extended north, crossing West Polk Street and the vacated 16 foot wide alley south of and adjacent to J. W. and J. L. Campbell's Subdivision of Block 7 in Morris and Others Subdivision, to the south line of West Campbell Park Drive; thence west along said south line and said south line extended west crossing South Oakley Boulevard, to the west line of said boulevard; thence north along said west line, and along said west line extended north, crossing West Flournoy Street, to the south line of an 18 foot wide east/west alley north of and adjacent to the north line of Lot 1 in the subdivision of the north 75 feet of Lots 47, 48, 49, 50 and part of 51 in Block 16 of Morris and Others Subdivision aforesaid; thence west along the south line of said alley, and along said south line extended west, to the east line of South Western Avenue; thence south along said east line to the intersection of said east line with the eastward extension of the south line of Lot 5 in the Spafford and Fox Subdivision of the northeast quarter of the northeast quarter of the southeast quarter of Section 13 aforesaid; thence west along said eastward extension, crossing South Western Avenue and passing into said Section 14, and along said south line, to the southwest corner of said Lot 5; thence westerly, to an angle point in the north line of Lot 58 in the Spafford and Fox Subdivision aforesaid; thence west along the north line of said lot (said north line being also the south line of a 16 foot wide east/west alley), and along said north line extended west, crossing a vacated 10 foot wide north/south private alley, and South Campbell Avenue, to the east line of South Maplewood Avenue; thence south along said east line, and along said east line extended south, crossing West Flournoy Street, the 15.5 foot wide east/west alley in Block 4 of Carter H. Harrison's Addition to Chicago, West Lexington Street, and the 15.5 foot wide east/west alley in Block 5 of said subdivision, to the north line of West Polk Street; thence east along said north line, and said north line extended east, crossing South Campbell Avenue, to an intersection with the northward extension of the east line of said avenue; thence south along said northward extension, and along said east line and said east line extended south, crossing West Polk Street, the 16 foot wide east/west alley in S. W. Rowson's Subdivision of the southeast quarter of the northeast quarter of the southeast quarter of Section 13 aforesaid, West Arthington Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 1 of said S.W. Rowson's Subdivision, West Taylor Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 2 in said S.W. Rowson's Subdivision, West Fillmore Street, the 16 foot wide east/west alley in S.W. Rowson's Subdivision of Block 3 in said S.W. Rowson's Subdivision, West Grenshaw Street, and the 16 foot wide east/west alley in S.W. Rowson's Subdivision of

Block 4 of said S.W. Rowson's Subdivision, to the north line of West Roosevelt Road; thence east along said north line, and along said north line extended east, crossing the 16 foot wide north/south alley in said subdivision of Block 4 and South Western Avenue, passing into Section 18 aforesaid, to an intersection with the southward extension of present east line of said avenue; thence north along said southward extension to the present north line of West Roosevelt Road; thence east along said north line to an angle point in said line, said point being in the south line of Lot 46 in the E.K. Douglass Subdivision of Block 9 in Morris and Others' Subdivision aforesaid; thence northeasterly to an intersection with the westward extension of the north line of West Roosevelt Road in the subdivision of Block 8 in said Morris and Others Subdivision; thence east along said westward extension, and along said north line and said north line extended east, crossing South Oakley Boulevard, West Ogden Avenue, vacated South Leavitt Street, South Hamilton Avenue, the vacated 10 foot north/south alley in the subdivision of Blocks 7 and 8, together with the east half of Block 6 in Tiernan's Subdivision, South Hoyne Avenue, the vacated north/south alley west of and adjoining South Damen Avenue, said South Damen Avenue, vacated South Winchester Avenue, South Wolcott Avenue, South Wood Street, South Hermitage Avenue, South Paulina Street, vacated South Marshfield Avenue and South Ashland Avenue, passing into Section 17 aforesaid, to the point of beginning, in Cook County, Illinois, containing 755 acres of land, more or less.

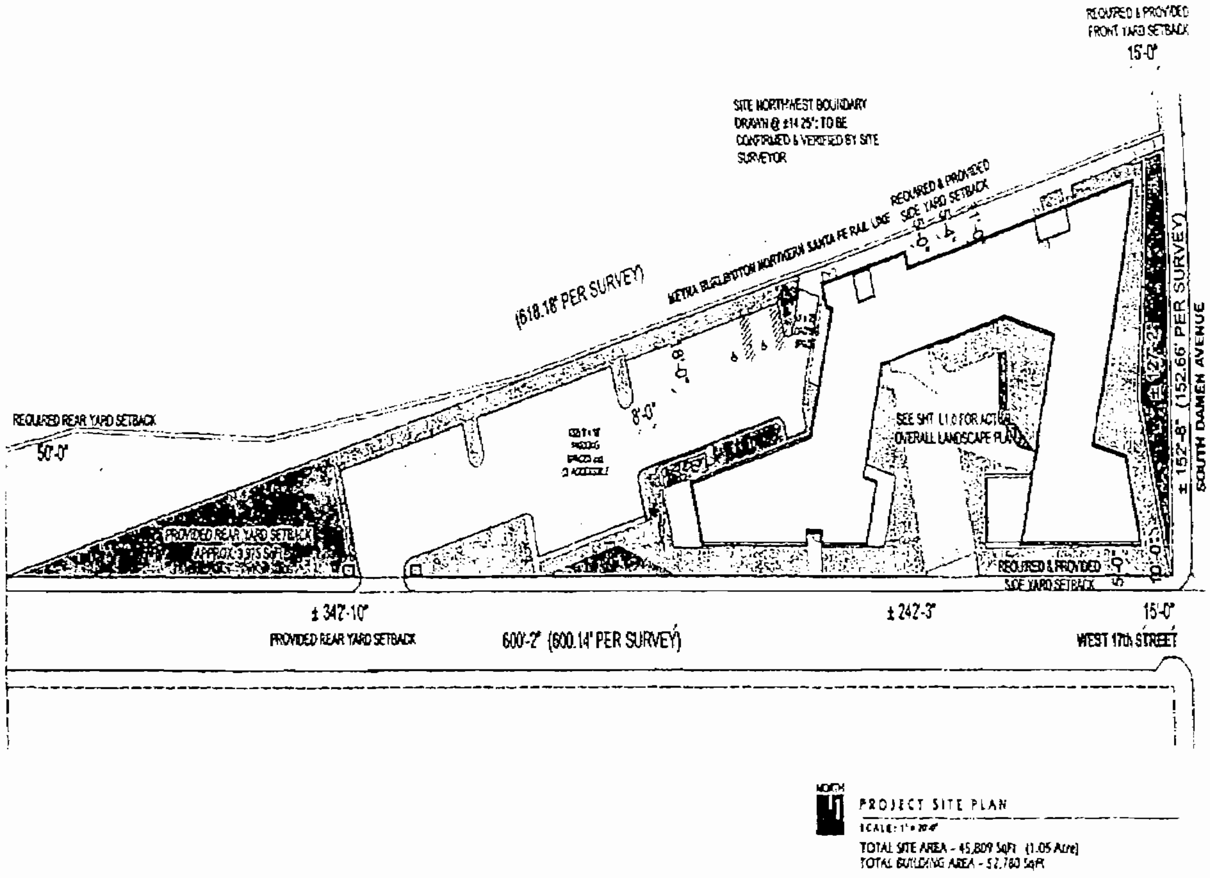
Street Boundary Description Of The Area.

The street boundary description for the Western/Ogden Area is an area generally bounded by West Congress Parkway, West Harrison Street, West Polk Street and West Roosevelt Road on the north; South Ashland, South Campbell and South Western Avenues on the east; West 21st, West 18th and West 16th Streets on the south; and South California Avenue, South Talman Avenue, South Rockwell Street and South Washtenaw Avenue on the west.

(Sub)Exhibit "B-2".
(To Casa Queretaro Rental Project
Redevelopment Agreement)

Site Plan.

(Subject To Survey And Title Insurance)



(Sub)Exhibit "C-1".
(To Casa Queretaro Rental Project
Redevelopment Agreement)

Project Budget.

Cost	Amount
Land Acquisition	$ 1
Unit Construction Costs	9,765,750
Other Hard Construction Costs	1,245,663
Infrastructure Total	380,967
Environmental Total	811,816
Professional Fees Total	932,456
Lender Fees Total	912,913
Insurance and Taxes	50,000
Marketing and Leasing Total	50,000
Developer Fee Total	988,763
Reserves Total	320,853
TOTAL PROJECT COSTS:	$15,459,182

(Sub)Exhibit "C-2".

(To Casa Queretaro Rental Project Redevelopment Agreement)

Construction MBE/WBE Budget.

Project Hard Costs	$12,153,797
Project Soft Costs, including Architecture and Engineering	668,953
PROJECT MBE/WBE TOTAL BUDGET:	$12,822,750
Project MBE Total at 24 percent	$ 3,077,460
Project WBE Total at 4 percent	$ 512,910

(Sub)Exhibit "D".

(To Casa Queretaro Rental Project Redevelopment Agreement)

*TIF-Funded Improvements.**

Category	Project Budget Amount	Percentage TIF-Eligible	TIF-Eligible Cost**
Land Acquisition	$ 1	100%	$ 1
Site Preparation	317,750	100	317,750
Environmental	851,516	100	851,516
Affordable Housing Units Hard Costs	9,765,750	50	4,882,875

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* Preliminary, subject to change.

** The Commissioner shall have authority to consent to adjustments between the line items set forth above and to consent to additional TIF-Funded Improvements within other categories authorized under the Act.

Category	Project Budget Amount	Percentage TIF-Eligible	TIF-Eligible Cost**
Non-Unit Construction Costs	$ 877,913	50	$ 438,957
Infrastructure	380,967	50	190,484
Professional Fees	657,056	50	328,528
TOTAL:	$12,850,953		$7,010,110***

Note: All references to categories of TIF-Funded Improvements described in this Exhibit "D" are subject to the limitations and requirements of the Act.

(Sub)Exhibit "G".
(To Casa Queretaro Rental Project Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the City'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 Parties or the Project, other than liens against the Property, if any:

   None.

** The Commissioner shall have authority to consent to adjustments between the line items set forth above and to consent to additional TIF-Funded Improvements within other categories authorized under the Act.

*** 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 $4,372,080.

(Sub)Exhibit "H".

(To Casa Queretaro Rental Project
Redevelopment Agreement)

Opinion Of Partnership's Counsel.

__________, 2004

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

Ladies and Gentlemen:

We have acted as special counsel to Casa Queretaro LP, an Illinois limited partnership ("Partnership") and Casa Queretaro Apartments Corporation, NFP, an Illinois not-for-profit corporation and its sole general partner ("General Partner"), in connection with a loan of $__________ from the City of Chicago ("City") acting by and through its Department of Planning and Development to the Partnership (the "Loan"). Proceeds of the Loan are to be used to help finance the acquisition, development, construction and permanent financing of Casa Queretaro Apartments, a low-income residential facility located at property commonly known as 614 South Homan Avenue, Chicago, Illinois, within the Western/Ogden Tax Increment Financing Redevelopment Project Area, consisting of one multi-family building, containing a total of 45 residential units, and which is more particularly described on Schedule A attached hereto and made a part hereof (the "Property").

The Partnership and General Partner have requested that this opinion be furnished to the City. As such special counsel, we have examined and reviewed the following documents:

A. an executed original Note dated as of __________, 2004 by the Partnership in favor of the City, in the principal amount of $__________, evidencing the Loan ("Note");

B. an executed original of the Housing Loan Agreement dated as of __________, 2004 by and among the City and Partnership setting forth the terms and conditions of the Loan;

C. an executed original of the Junior Leasehold Mortgage, Security Agreement and Financing Statement ("Mortgage") dated as of __________, 2004, made by the Partnership to the City which encumbers the Property and secures the repayment of the Note;

D. an executed original of the Regulatory Agreement (the "Regulatory Agreement") dated as of _________ 1, 2014 by and among the Partnership and the City;

E. an executed original of the Assignment of Rents and Leases dated as of ________ 1, 2014 made by the Partnership to the City (the "Assignment of Rents");

F. an executed original of the Assignment of Contracts and Documents dated as of _________ 1, 2014 made by the Partnership in favor of the City;

G. an executed original of the Escrow Agreement dated as of _________ 1, 2014 among the Partnership, the City, Citibank, N.A., Chicago Housing Authority, The Resurrection Project, an Illinois not-for-profit corporation ("TRP"), ____________, and Greater Illinois Title Company;

H. an executed original of the Environmental Indemnity Agreement dated as of June 1, 2014 among the the General Partner, the Partnership, TRP, and the City;

I. a certain UCC-1 financing statement with respect to certain property described in the Mortgage (the "Financing Statement") and executed by the Partnership;

J. an executed original of the Casa Queretaro Rental Project Redevelopment Agreement dated as of ___________ 1, 2014 among the Partnership, TRP, and the City (the "TIF RDA");

K. the original of the Amended and Restated Agreement of Limited Partnership dated as of __________ 1, 2014, in respect of the Partnership;

L. the Certificate of Limited Partnership in respect of the Partnership filed with the Secretary of State of the State of Illinois and the Certificate of Good Standing dated ___________, 2014, issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Partnership;

M. the Articles of Incorporation, including all amendments thereto, of the General Partner, as furnished and certified by the Secretary of State of the State of Illinois;

N. the Bylaws of the General Partner, as certified by the General Partner as of __________ ______, 2014;

O. the Certificate of Good Standing for [illegible], 2016 issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the General Partner;

P. the Articles of Incorporation, By-laws and Certificate of Good Standing dated [illegible], 2016, issued by the Secretary of State of the State of Illinois as to the good standing of HRP;

Q. Policy for Title Insurance No. [illegible] dated [illegible], 2016 (the "Title Policy"), issued by [illegible] in respect of the Property; and

R. such other records, documents, certificates and matters of law as we have deemed pertinent and necessary for us to examine in order to render this opinion.

The documents referred to in subparagraphs (A) through [illegible] above are referred to herein collectively as the "Loan Documents." The instruments referred to in subparagraphs (A) through [illegible] above are referred to herein collectively as the "Financing Documents." The documents referred to in subparagraphs [illegible] through [illegible] above are referred to herein collectively as the "Organizational Documents." The documents referred to in subparagraphs (A) through (R) above are referred to herein collectively as the "Documents."

On the basis of the foregoing examination and review, we are of the opinion as follows:

1. The Partnership is a limited partnership duly organized and validly existing under the laws of the State of Illinois ("State"). The General Partner is an Illinois not-for-profit corporation duly organized and validly existing under the laws of the State. The Partnership and General Partner have made all filings required by the laws of the State in respect of their formation and continued existence, and have all requisite authority to carry on their businesses and to consummate the transactions set forth in each of the Financing Documents to which they are a party.

2. The Financing Documents have been duly authorized, executed and delivered by and on behalf of, and are within the partnership and corporate powers of, the Partnership and General Partner, as applicable. The Financing Documents constitute legal, valid and binding obligations of the Partnership and General Partner, to the extent they are a party, and are enforceable in accordance with their respective terms.

3. [illegible]

pending or threatened against the Partnership and General Partner or the Premises (as defined in the Mortgage) which, if determined adversely to the Partnership, General Partner or the Premises (as defined in the Mortgage), would have a material adverse effect on the ability of the [illegible] to perform its [illegible] material obligations under the Loan Documents.

4. Based solely on our review of the Title Policy, the property described in Schedule A of the Title Policy is not subject to any liens or encumbrances other than those matters described in Schedule B of the Title Policy and liens and encumbrances permitted pursuant to the Loan Documents (collectively, the "Permitted Exceptions"). We have no knowledge of any lien or encumbrance affecting the Partnership's title to the Property other than the Permitted Exceptions. Based solely upon our review of the Title Policy, the Mortgage creates, as security for the Note, a valid mortgage lien, subject to the Permitted Exceptions, on such property as may be reflected by the Title Policy.

5. To the best of our knowledge, after diligent inquiry, neither the Partnership nor General Partner is in default (a) with respect to any order, writ, injunction or decree of any court, government or regulatory authority, or (b) 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 Partnership or General Partner or their businesses, or (c) under any material contract, lease, agreement, instrument or commitment to which the Partnership or General Partner is a party or by which their respective properties are bound.

6. None of the transactions contemplated by the Loan Documents violate the usury laws of the State.

7. The transactions contemplated by the Loan Documents are governed by the laws of the State.

8. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity, execution, delivery and performance by the Partnership, General Partner of any of the material covenants and obligations set forth in the Loan Documents to which they are a party. The execution, delivery and performance of the Loan Documents will not conflict with or result in a breach of the Organizational Documents or, to the best of our knowledge after diligent inquiry, result in a breach or violation of any of the terms, conditions or provisions of any law or regulation, or any order or decree of any court, governmental 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 Partnership is a party or by which the Partnership or General Partner or their respective properties are bound.

[illegible] The Mortgage, when recorded in the appropriate [illegible] of the Recorder of Deeds [illegible] of the Mortgage [illegible] described therein [illegible] and the first page thereof creates, as security for the Note, a valid perfected security interest in the [illegible]. Upon the filing of the Financing Statements in the appropriate Offices of the State of Illinois, the Mortgage and the Financing Statements will create [illegible] as security for the Note, a valid perfected security interest in the personal property described therein pursuant to the Illinois Uniform Commercial Code. It is not necessary to file any other financing statements [illegible] with the [illegible] County of Cook in order to perfect such security interest in such fixtures and personal property other than the Mortgage and Financing Statement and [illegible] statements.

[illegible] The [illegible] RDA Regulatory Agreement and Assignment of [illegible] a copy of each such document recorded [illegible] title company [illegible] upon the first page thereof [illegible].

The foregoing opinions are subject to the following qualifications and assumptions:

(a) Our opinions set forth above with respect to the enforceability of instruments are subject to applicable law relating to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership and other similar laws [illegible] in effect affecting [illegible] generally, whether now or hereafter in effect, and are subject to general principles of equity.

(b) Our opinions set forth above with respect to the enforceability of particular remedies provided for in the instruments above referred to are qualified in that such provisions may be unenforceable in whole or in part under the laws of the State, but the inclusion of such provisions does not affect the validity of any of such instruments and such instruments contain adequate provisions for enforcing payment of the Note and for the practical realization of the principal benefits of security expressed in such instruments, [illegible] of the Property [illegible] with interest thereon and other payments as provided in the [illegible] Documents [illegible] and [illegible] the [illegible] Mortgage legal opinion is expressed as to the priority of the lien created by the Mortgage.

(iii) Our opinions set forth above with respect to the enforceability of the instruments referred to therein are qualified in that we express no opinion as to the validity or enforceability of any provision which (a) provides for the payment of interest based on late payment of interest otherwise due under said instruments, (b) provides that delays by the City will not operate as waivers, or (c) provides for payment by the Partnership of any loss or expenses the City may sustain as a result of nonrepayment of an obligation secured by the Loan Documents.

(iv) In rendering the foregoing opinions we have assumed the authenticity of all signatures (other than those of the Partnership and General Partner) and all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the due authorization, execution and delivery of each instrument referred to herein by all parties to such instruments other than the Partnership and General Partner.

(v) Except as specifically described in paragraphs 4, 9 and 10 hereof, no opinion is rendered with respect to the title of the Partnership to any of its property or the priority or perfection of the lien, security interest or other encumbrances created by the Loan Documents.

(vi) The opinions as to factual matters, if qualified by the phrase "to the best of our knowledge", "known to us" or similar phrases are based on the actual knowledge of those attorneys in our firm involved in providing professional services in connection with the transactions contemplated hereby as well as representations made by the Partnership and General Partner, as set forth in the Financing Documents, as the case may be and are not based on any independent factual investigation other than the U.C.C., litigation searches of the public records of the Circuit Court of Cook County, Illinois, and the United States District Courts and Bankruptcy Courts described herein,

> District of Illinois for Partnership and General Partner (copies of which have been previously provided to you). Nothing has come to our attention which would cause us to believe that said representations are untrue or inaccurate.

This opinion is limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the matters expressly set forth herein.

We are qualified to practice law in the State and we do not purport to be experts on, or to express any opinion herein concerning, any law other than the laws of the State and the federal laws of the United States of America and any matters relating to the securities laws of the United States of America, the State or any other state.

The opinions expressed above are intended solely for your use in the transactions described above and may not be reproduced, filed publicly or relied upon by any other persons for any purpose without the express written consent of the undersigned.

Very truly yours,

Applegate & Thorne-Thomsen, P.C.

By:__________________________
Nicholas J. Brunick

[Schedules A and B referred to in this Opinion of
Developer Parties' Counsel unavailable
at time of printing.]

(Sub)Exhibit [illegible]

La Casa Queretaro Rental Project
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 ______________ Redevelopment Agreement between the Developer 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 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 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: ________________________________

Print Name: _________________________

Title: ______________________________

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

____

My commission expires: ________________

Agreed and Accepted:

By: ________________________________

Print Name: _________________________

Title: ______________________________

City of Chicago
Department of Planning and Development

(Sub)Exhibit "M".
(To Casa Queretaro Rental Project
Redevelopment Agreement)

Form Of Certificate Of Completion.

Pursuant to Section 7.01 of that certain Casa Queretaro Rental Project Redevelopment Agreement dated as of ______________, 20___ and recorded on ______________, 20___ as document number __________ in the office of the Cook County Recorder of Deeds (the "Agreement") by and among the City of Chicago, an Illinois municipal corporation (the "City"), and Casa Queretaro L.P., an Illinois limited partnership ("Partnership"), and The Resurrection Project, an Illinois not-for-profit corporation ("TRP" and, together with the Partnership, the "Developer Parties"), the City, through its Department of Planning and Development ("DPD"), hereby certifies as follows:

1. Final Completion Of The Project. The Developer Parties have fulfilled their obligation to complete the Project (as defined in the Agreement) located on the property legally described on (Sub)Exhibit A hereto, in accordance with the terms of the Agreement. Per Section 7.01, the Certificate of Completion requirements are as follows: (a) the City's Monitoring and Compliance unit has determined in writing that Partnership is in complete compliance with all City requirements (MBE/WBE, City residency and prevailing wage), (b) the Project, including all 45 residential units, the parking spaces and all related improvements, has been completed, (c) the Project is in the process of being leased, and (d) the Project has received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer Parties have complied with building permit requirements.

2. Other Provisions Of Agreement; No Waiver. Except with respect to the terms of the Agreement specifically related to the Developer Parties' obligation to complete the Project, which the City hereby certifies has been satisfied: (a) all executory terms and conditions of the Agreement and all representations and covenants contained therein remain in full force and effect; and (b) the issuance of this certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

In Witness Whereof, The City has caused this Certificate of Completion for the Developer Parties to be executed this ____ day of __________, 20___.

City of Chicago

By: ________________________________

Print Name: ________________________

Commissioner, Department of Planning and Development

State of Illinois)
) SS.
County of Cook)

I, ____________________, a notary public in and for said County, the State aforesaid, do hereby certify that ____________________, personally known to me to be the ____________________ of Commissioner of the Department of Planning and Development of the City of Chicago (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, pursuant to authority given to him/her by City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of ____________________, 20___.

____
Notary Public

My commission expires: ________________

[Seal]

[(Sub)Exhibit "A" referred to in this Form of Certificate of Completion unavailable at time of printing.]

Exhibit "F".
(To Ordinance)

Legal Description Of Property.

(Subject To Survey And Title Insurance)

That part of the north half of the northeast quarter of the northeast quarter of the southwest quarter of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

beginning at the intersection of the south line of said north half of the northeast quarter of the northeast quarter of the southwest quarter and the west line of Damen Avenue, which is 33 feet west of the east line of said north half of the northeast quarter of the northeast quarter of the southwest quarter; thence west 619.80 feet along the south line of said north half of the northeast quarter of the northeast quarter of the southwest quarter; thence northerly to a point in the west line of Damen Avenue 157.66 feet north of the place of beginning; thence south along aforesaid west line 157.66 feet to the place of beginning, in Cook County, Illinois.

Common Address:

1614 South Damen Avenue
Chicago, Illinois.

Permanent Index Number:

17-19-300-041-0000.

SUPPORT OF COOK COUNTY CLASS 7(a) TAX INCENTIVES FOR PROPERTY AT 1506 -- 1520 E. 87TH ST.

[O2014-7113]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a Class 7(a) Tax Increment Classification for 1506 -- 1520 East 87th Street owned by TGM Holdings 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 City established the Community Development Commission (the "Commission") to, among other things, designate redevelopment and conservation areas and create redevelopment plans for such areas, subject to the approval of the City Council of the City (the "City Council"); and

WHEREAS, The City has, through the action of the Commission (with the subsequent approval of City Council as described below), (i) reviewed and approved the Redevelopment Plan (including the acquisition of privately owned parcels by negotiated purchase or the use of the City's power of eminent domain) for the Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area (the "Stony Island/Burnside Area") and (ii) approved the designation of the Stony Island/Burnside Area as a Redevelopment Project Area; and

WHEREAS, The City has found that (i) acquisition of the private property pursuant to the aforesaid Redevelopment Plan will help to eradicate blight and (ii) the City is permitted under divisions 74.2 and 74.3 of the Illinois Municipal Code, 65 ILCS 5/11-74.2 and 74.3 to acquire property in order to eradicate blight and construct redevelopment projects in redevelopment areas; and

WHEREAS, The City has, through action of the Commission (with the subsequent approval of City Council as described below), approved the designation of the establishment of the Stony Island/Burnside Area and found that such designation would increase the development and rehabilitation of a depressed area in the City; and

WHEREAS, On December 10, 1998, the City Council enacted ordinances (a) approving a certain Redevelopment Plan for the Stony Island/Burnside Area, and (b) designating the Stony Island/Burnside Area as a Redevelopment Project Area pursuant to the City's home rule powers, the findings of the Commission and the Illinois Municipal Code as set forth above (the "Designation Ordinance"); and

WHEREAS, All required procedures have been followed in the establishment of the Stony Island/Burnside Area; and

WHEREAS, Certain real estate located generally at 1506 -- 1520 East 87th Street in Chicago (the "Project Site"), as more precisely described on Exhibit A attached hereto and hereby made a part hereof, is located within the boundaries of the Stony Island/Burnside Area; and

WHEREAS, Pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/5 (the "Act") municipalities may by ordinance designate a depressed area within its jurisdiction as an enterprise zone and after passage of such ordinance seek the certification of the area by the Illinois Department of Commerce and Economic Opportunity ("IDCEO"); and

WHEREAS, On December 23, 1982, the City Council adopted an ordinance establishing an enterprise zone ("Enterprise Zone 3"), appearing in the *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois (the "*Journal*") on pages 14294 to 14296 (the "Enterprise Zone Designation Ordinance"), as amended, to increase development and rehabilitation of a depressed area of the City (and subsequently obtained the certification of IDCEO); and

WHEREAS, All required procedures have been followed in the establishment of the Enterprise Zone 3 and the Project Site is located within the boundaries of Enterprise Zone 3; and

WHEREAS, TGM Holdings LLC, an Illinois limited liability company ("TGM"), proposes to develop the Project Site by rehabilitating an approximately 10,114 square foot building (the "Project"); and

WHEREAS, The Project will increase employment opportunities, economic activity in the area and growth in the real property tax base; and

WHEREAS, TGM has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor") for designation of the Project Site as a Class 7(a) classification eligible for certain real estate tax incentives; and

WHEREAS, Section 4(A) of the Cook County Real Estate Classification Ordinance, as amended, (the "Classification Ordinance"), provides that an applicant for Class 7(a) classification must obtain an ordinance or resolution from the municipality in which the real estate is located expressly stating that (a) the municipality has determined that eligibility factors (1) through (5) under Section 4(A) of the Classification Ordinance are present, and (b) the municipality supports and consents to the Class 7(a) application to the Assessor; and

WHEREAS, The Department of Planning and Development of the City of Chicago ("DPD") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class 7(a) designation, and hereby recommends to City Council that the City expressly determine by ordinance that (a) the required eligibility factors are present and (b) the City supports and consents to the Class 7(a) application to the Assessor by TGM for the Project Site; 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 Project Site, which is located within the boundaries of the Redevelopment Area and Enterprise Zone 3, meets eligibility factor (1) under Section 4(A) of the Classification Ordinance in that the Project Site is located in an area in need of commercial development as designated by the City in the Designation Ordinance and the Enterprise Zone Designation Ordinance.

SECTION 3. The City hereby determines that the Project meets eligibility factor (2) under Section 4(A) of the Classification Ordinance in that real estate taxes in the area during the last six years have either declined, remained stagnant and/or potential real estate taxes are not being fully realized due to the depressed condition of the area.

SECTION 4. The City hereby determines that the Project meets eligibility factor (3) under Section 4(A) of the Classification Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(a) designation and will therefore result in the economic enhancement of the area.

SECTION 5. The City hereby determines that the Project meets eligibility factor (4) under Section 4(A) of the Classification Ordinance in that certification of the Project Site for Class 7(a) designation will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(a).

SECTION 6. The City hereby determines that the Project meets eligibility factor (5) under Section 4(A) of the Classification Ordinance in that certification of the Project Site for Class 7(a) designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

SECTION 7. The City hereby expressly determines that eligibility factors (1) through (5) under Section 4(A) of the Classification Ordinance are present for the Project, and hereby expressly supports and consents to the Class 7(a) application made by TGM to the Assessor for Class 7(a) designation of the Project Site.

SECTION 8. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by TGM with the Assessor for Class 7(a) designation of the Project Site.

SECTION 9. This ordinance shall be effective from and after its passage and approval.

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

Exhibit "A".

Description Of The Project Site.

Legal Description:

Lots numbered 18, 19, 20, 21, 22 and 23 in Block 1 in Cepek's Subdivision, being a resubdivision of the east half of the southeast quarter (except the north half of the north half thereof) of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, including vacated streets therein, as per plat recorded August 13, 1915 as Document Number 5691417, in Cook County, Illinois.

Addresses Commonly Known As:

1506 -- 1520 East 87th Street.

Permanent Index Numbers:

20-35-416-016-0000 (Lot 23);

20-35-416-017-0000 (Lot 22);

20-35-416-018-0000 (Lot 21);

20-35-416-019-0000 (Lot 20);

20-35-416-020-0000 (Lot 19); and

20-35-416-021-0000 (Lot 18).

PUBLIC HEARING ON RECONSTITUTION OF SPECIAL SERVICE AREA NO. 16.

[O2014-6862]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 16, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 July 31, 1996, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as further amended by an ordinance by the City Council on November 20, 1996 (collectively the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 16 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 1996 through and including tax year 2016 (the "Original Period"), not to exceed an annual rate of one percent (1%) 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 Establishment Ordinance established the Area as that territory approximately bounded by Madison Street on the north, the John Fitzgerald Kennedy Expressway on the east, Congress Parkway on the south and Green Street on the west; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, landscaping, security, maintenance and beautification activities including, but not limited to, the maintenance and lighting of certain public improvements in the form of pillars and pavilions to be erected in the Area, coordinated promotional and advertising activities for the Area, 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 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 Special Services 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 2028; (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 Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the authorization of Special Services 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 2028. 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 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 2014 through and including 2028. The proposed amount of the tax levy for the Special Services in tax year 2014 is $342,543. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development. 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 area bounded by Madison Street on the north, the John Fitzgerald Kennedy Expressway on the east, Congress Parkway on the south and Green Street on the west.

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. 16.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of ___________, 2014 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 16 (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 2028. The Services Tax under consideration shall be authorized to be levied annually in tax years 2014 through and including 2028 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs and other activities to promote commercial and economic development.

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 percent (1.0%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for tax year 2014 is $342,549. 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 the area bounded by Madison Street on the north, the John Fitzgerald Kennedy Expressway on the east, Congress Parkway on the south and Green Street on the west.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (1) the authorization of Special Services which are distinct from the original special services currently authorized within the Area; and (2) 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 2028 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 51 percent of the electors residing within the boundaries of the Area and by at least 51 percent of the landowners included within the boundaries of the Area objecting to (1) the authorization of Special Services which are distinct from the Original Special Services currently authorized within the Area; and (2) 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 2028 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 2028.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of _______________, 2014.

____
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. 16 -- Greek Town.

Legal Description.

That part of the northwest quarter of Section 16 and part of the northeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

> beginning at the intersection of the centerline of West Madison Street, with the centerline of South Halsted Street; thence west along said centerline of West Madison Street, to the northerly extension of the east line of the alley first west of South Halsted Street lying between West Madison Street and West Monroe Street; thence south along said extension and said east line of the alley first west of South Halsted Street lying between West Madison Street and West Monroe Street to a line 130 feet south of and parallel with the south line of West Madison Street; thence west along said line 130 feet south of and parallel with the south line of West Madison Street to the centerline of Block 1 in Duncan's Addition to Chicago; a subdivision of the east half of the northeast quarter of said Section 17; thence south along the centerline of Block 1 in said Duncan's Addition to Chicago (and its southerly extension) to the centerline of West Monroe Street; thence continuing south along the centerline of Block 10 in said Duncan's Addition to Chicago (and its northerly and southerly extensions) to the centerline of West Adams Street;

thence continuing south along the centerline of Block 11 in said Duncan's Addition to Chicago (and its northerly extension) to the north line of the south half of Lot 14 in said Block 11; thence west along the north line of the south half of said Lot 14 in said Block 11 (and its westerly extension) to the centerline of South Green Street; thence south along said centerline of South Green Street, to the westerly extension of the north line of Lot 15 in Block 20 in said Duncan's Addition to Chicago; thence east along the north line of said Lot 15 and its westerly extension in said Block 20 to the west line of the east 10.5 feet of said Lot 15 in said Block 20; thence south along the west line of the east 10.5 feet of said Lot 15 in said Block 20 to the south line of the north 10.00 feet of said Lot 15 in said Block 20; thence east along the south line of the north 10.00 feet of said Lot 15 in said Block 20 to the east line of said Lot 15 in said Block 20, also being a point in the centerline of said Block 20; thence south along said centerline of said Block 20 to the centerline of West Van Buren Street; thence continuing south along the centerline of Block 21 in said Duncan's Addition to Chicago (and its northerly extension) to the west extension of the south line of Lot 2 in said Block 21; thence east 33 feet along said west extension and said south line of Lot 2; thence northeast to the northeast corner of said Lot 2, said corner also being on the west right-of-way line of South Halsted Street; thence east to the east right-of-way line of South Halsted Street; thence south along said east line of South Halsted Street to the southwest corner of Lot 17 in J.A. Yale's Subdivision of Block 5 of School Section Addition to Chicago of said Section 16, said point being on the east right-of-way line of South Halsted Street; thence east along the south line of Lots 17 through 13, inclusive, in said J.A. Yale's Subdivision to a point on the east line of the west 5.00 feet of Lot 13 in said J.A. Yale's Subdivision; thence north along said east line of the west 5.00 feet of Lot 13 to a point on the northerly right-of-way line of West Van Buren Street; thence west along said northerly right-of-way line of West Van Buren Street to the west right-of-way line of the John F. Kennedy Expressway; thence northerly along said west right-of-way line of the John F. Kennedy Expressway to the southeast corner of Lot 4 in Block 4 of the subdivision of Blocks 4 and 21 of School Section Addition; thence north along the east line of said Lot 4 in Block 4 to the north right-of-way line of West Jackson Boulevard; thence east along said north right-of-way line of West Jackson Boulevard to the east line of the west 29 feet of Lot 6 in Blanchard's Subdivision of Block 3 of School Section Addition to Chicago of said Section 16; thence north along said east line of the west 29 feet of said Lot 6 and its northerly extension to the north right-of-way line of West Quincy Street, at a point on the south line of Lot 3 in said Blanchard's Subdivision; thence west along said north right-of-way line of West Quincy Street to the west line of said Lot 3; thence north along said west line of Lot 3 to a point on the north line of said Lot 3 in said Blanchard's Subdivision, said point also being on the south right-of-way line of West Adams Street; thence north to the southeast corner of Lot 8 in the subdivision of Lots 7 and 8 of Block 2 of School Section Addition; thence north along the east line of said Lot 8 in the subdivision of Lots 7 and 8 of Block 2 of School Section Addition and its north extension to the centerline of West Marble Place; thence west along said centerline of West Marble Place to the south extension of the west line of the east 25.25 feet of Lot 2 in Block 2 of School Section Addition to Chicago; thence north along said extension and said west line of the east 25.25 feet of Lot 2 and its north extension to the north right-of-way line of

West Monroe Street; thence east along said north right-of-way line of West Monroe Street, also being the south line of Lot 21 in the subdivision of Block 1 of School Section Addition to Chicago of Section 16, to the southeast corner of said Lot 21; thence north along the east line of Lot 21 and Lot 1 in said subdivision of Block 1 of School Section Addition to Chicago of Section 16 and its north extension to the centerline of West Madison Street; thence west along said centerline of West Madison Street to the point of beginning, in Cook County, Illinois.

Legal Description revised June 27, 2014:

Alfred Benesch & Company.

Illinois Professional Land Surveyor Number 3685

License expires November 30, 2014.

Special Service Area No. 16 -- Greek Town
Permanent Index Number List.

PIN 14:

17172220090000 17172220220000 17172220230000 17172220100000 17172220190000
17172090090000 17172150190000 17172150200000 17172220060000 17172220170000
17172220160000 17172220080000 17172220140000 17172220240000 17172220250000
17172280170000 17172280190000 17172280110000 17172280120000 17172280130000
17172280140000 17172280150000 17172380130000 17172280160000 17161050360000
17161000440000 17161050290000 17161050210000 17161050200000 17161050160000
17161050170000 17161050190000 17161050180000 17161100180000 17161100070000
17161100190000 17161100040000 17161100050000 17161160050000 17161160010000
17161170250000 17161170270000 17161170010000 17161170320000 17161170330000
17161090080000 17161090010000 17161090020000 17161090030000 17161090040000
17161090050000 17161090060000 17161090070000 17161160320000 17161160330000
17172090120000 17172090130000 17172090100000 17172090110000 17172090140000
17172090150000 17172090160000 17172090170000 17172150100000 17172150110000
17172150120000 17172150230000 17172150160000 17172150170000 17172150180000
17161220420000 17161100060000.

PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 28-2014.

[O2014-6865]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 28-2014, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 28-2014 (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 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 0.750 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 2014 through and including 2028. 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 2014 is $226,461. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial 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 the properties at and near the intersection of Irving Park Road and Milwaukee Avenue, extending west along Irving Park Road to Lavergne Avenue, with the inclusion of two commercial properties at the northwest and southwest corners of Irving Park Road and Lavergne Avenue; south along Cicero and Milwaukee Avenues to Byron Street, with the exception of residential properties located along Byron Street between service alleys just south of the former Bank of America parking areas and other commercial uses between Cicero and Milwaukee Avenues; north along Cicero Avenue to Warner Avenue excluding the residential properties on the east side of the street; Milwaukee Avenue south to Byron Street and incorporating the parking lots to the Canadian Pacific/Metra train tracks to the east; Milwaukee Avenue north to Warner Avenue and extending to Lavergne Avenue to the west including the condominium parcels in the Klee Plaza Building and the commercial parcel northwest of the Milwaukee Avenue and Warner Avenue intersection while excluding the Lavergne Avenue parking lot and residential properties along West Cuyler Avenue; and east along Irving Park Road to the Canadian Pacific/Metra railroad viaduct and north to Belle Plaine Avenue and the alley servicing the Six Corners Shopping Center Development.

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. 28-2014.

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 28-2014 (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 2014 through and including 2028. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial 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 0.750 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 2014 is $226,461. 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 properties at and near the intersection of Irving Park Road and Milwaukee Avenue, extending west along Irving Park Road to Lavergne Avenue, with the inclusion of two commercial properties at the northwest and southwest corners of Irving Park Road and Lavergne Avenue; south along Cicero and Milwaukee Avenues to Byron Street, with the exception of residential properties located along Byron Street between service alleys just south of the former Bank of America parking areas and other commercial uses between Cicero and Milwaukee Avenues; north along Cicero Avenue to Warner Avenue excluding the residential properties on the east side of street; Milwaukee Avenue south to Byron Street and incorporating the parking lots to the Canadian Pacific/Metra train tracks to the east; Milwaukee Avenue north to Warner Avenue and extending to Lavergne Avenue to the west including the condominium parcels in the Klee Plaza Building and the commercial parcel northwest of the Milwaukee Avenue and Warner Avenue intersection while excluding the Lavergne Avenue parking lot and residential properties along West Cuyler Avenue; and east along Irving Park Road to the Canadian Pacific/Metra railroad viaduct and north to Belle Plaine Avenue and the alley servicing the Six Corners Shopping Center Development.

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 51 percent of the electors residing within the boundaries of the proposed Area and by at least 51 percent 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.

Special Service Area No. 28-2014 -- Six Corners.

Legal Description And Permanent Index Numbers.

Legal Boundary Description:

That part of the west half of the northwest quarter of Section 22, the east half of the northeast quarter of Section 21, the west half of the northeast quarter of Section 21, the west half of the southeast quarter of Section 16, the east half of the southeast quarter of Section 16, the west half of the southwest quarter of Section 15, all in Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

> beginning at the southeast corner of Block 20 in Grayland being a subdivision in the northwest quarter of Section 22, according to the plat thereof recorded September 3, 1874 as Document 180633; thence west along the south line of Blocks 20 and 21 in Grayland to the southeasterly line of West Byron Street as widened by ordinance passed on November 3, 1926 and by Order of Possession by Superior Court dated October 15, 1932 as General Number 449006; thence southwest along said southeasterly line of West Byron Street as widened to its intersection with the easterly extension of the south line of West Byron Street; thence west along the easterly extension and the south line of West Byron Street to its intersection with the southerly extension of the west line of the 16-foot north/south alley lying east of and contiguous to Lot 23 in Block 1 of Gross' Milwaukee Avenue Addition, according to the plat thereof recorded December 28, 1899 as Document 2909669 and note of correction recorded July 25, 1900 as Document 2989731; thence north along the southerly extension and the west line of said 16-foot north/south alley to the northeast corner of Lot 23 in Block 1 of Gross' Milwaukee Avenue Addition; thence northwest along the southwesterly line of a 16-foot northwest/southeast alley lying northeast of and contiguous to Lots 23 through 25 in Block 1 of Gross' Milwaukee Avenue Addition, to the south line of a 16-foot east/west alley lying north of and contiguous to Lots 26 through 31 in Block 1 of Gross' Milwaukee Avenue Addition; thence west along the south line of said 16-foot east/west alley to the northwest corner of Lot 31 in Block 1 of Gross' Milwaukee Avenue Addition; thence south along the west line of Lot 31 in Block 1 of Gross' Milwaukee Avenue Addition and its southerly extension to the south line of West Byron Street; thence west along the south line of West Byron Street, across North Cicero Avenue, to the southerly extension of the west line of a 16-foot north/south alley lying west of and contiguous to Lots 191 through 200 in Grayland Park Addition to Chicago, according to the plat thereof recorded July 16,1891 as Document 1504986; thence north along the southerly extension and the west line of said 16-foot north/south alley to the south line of West Dakin Street; thence continuing north across West Dakin Street to the intersection of the north line of West Dakin Street with the west line of a 16-foot north/south alley lying west of and contiguous to Lots 1

through 10 in Grayland Park Addition to Chicago to the northeast corner of Lot 190 in said Grayland Park Addition to Chicago; thence west along the south line of a 16-foot east/west alley lying north of and contiguous to Lots 172 through 190 in Grayland Park Addition to Chicago to the east line of North Lamon Avenue; thence south along the east line of North Lamon Avenue to the south line of West Dakin Street; thence west along the south line of West Dakin Street to the west line of North Lavergne Avenue; thence north along the west line of North Lavergne Avenue to the northeast corner of Lot 148 in Grayland Park Addition to Chicago; thence west along the north line of Lots 147 and 148 in Grayland Park Addition to Chicago to the southerly extension of the west line of Lot 54 in said Grayland Park Addition to Chicago; thence north on the southerly extension and the west line of said Lot 54 in Grayland Park Addition to Chicago to the northwest corner of Lot 54, also being on the south line of West Irving Park Road; thence west along the south line of West Irving Park Road to the southerly extension of the west line of Lot 67 in Dickinson Park Subdivision Number 2, according to the plat thereof recorded June 21, 1911 as Document 4780288; thence north across West Irving Park Road along the southerly extension and the west line of Lot 67 in Dickinson Park Subdivision Number 2 to the north line of a 16-foot east/west alley lying north of and contiguous to Lots 65 through 73 in Dickinson Park Subdivision Number 2; thence east along the north line of said 16-foot east/west alley and its easterly extension, across North Lavergne Avenue to the east line of North Lavergne Avenue; thence east along the north line of a 16-foot east/west alley lying north of and contiguous to Lots 61 through 64 in Dickinson Park Subdivision Number 2 and Lots 14 through 17 in Block 3 of the Dickinson-Lowell Homestead Subdivision, according to the plat thereof recorded April 18, 1916 as Document 5847600, to the west line of North Laporte Avenue; thence continuing east across North Laporte Avenue to the southwest corner of Lot 38 in Block 1 of the Dickinson-Lowell Homestead Subdivision; thence east along the south line of Lots 38 through 46 in Block 1 of the Dickinson-Lowell Homestead Subdivision to the southeast corner of Lot 46; thence north along the east line of said Lot 46 in Block 1 of the Dickinson-Lowell Homestead Subdivision to the northeast corner of said Lot 46 also being on the south line of West Cuyler Avenue; thence west along the south line of West Cuyler Avenue and its westerly extension to the west line of North Laporte Avenue; thence north along the west line of North Laporte Avenue to the northeast corner of Lot 5 in Block 3 of the Dickinson-Lowell Homestead Subdivision; thence west along the north line of said Lot 5 in Block 3 of the Dickinson-Lowell Homestead Subdivision to the southerly extension of the west line of Lot 4 in Block 3 of the Dickinson-Lowell Homestead Subdivision; thence north along the southerly extension and the west line of Lot 4 in Block 3 of Dickinson-Lowell Homestead Subdivision to the north line of West Belle Plaine Avenue; thence east along the north line of West Belle Plaine Avenue to the southeast corner of Lot 19 in A.W. Dickinson's Subdivision, according to the plat thereof recorded June 19,1907 as Document 4054566; thence northwest along the northeasterly line of Lots 19 through 25 in said A.W. Dickinson's Subdivision to the southwesterly extension of the northerly line of Lot 7 in said A.W. Dickinson's Subdivision; thence northeast along the southwesterly extension and the northerly line of Lot 7 in said A.W. Dickinson's Subdivision to the northeasterly line of North Milwaukee Avenue; thence southeast along the northeasterly line of North Milwaukee Avenue to the north line of West Warner Avenue; thence east along the north line of West Warner Avenue to a line drawn perpendicular to said north line of West Warner Avenue from the northwest corner of Lot 30 in E.C. Dickinson's Subdivision Number 2, according to the plat thereof recorded November 2, 1907 as Document 4120368; thence south along said perpendicular line, across West Warner Avenue to the northwest corner of Lot 30 in E.C. Dickinson's Subdivision Number 2; thence southeast along the southwesterly lines of Lots 30 and 31 and the southeasterly extension of the southwesterly line of Lot 31 in E.C. Dickinson's Subdivision Number 2 to the west line of Lot 11 in the resubdivision of Lots 9 to 18 in E.C. Dickinson's Subdivision Number 2, according to the plat thereof recorded May 8, 1915 as Document 5629529; thence south along the west line of Lot 11 in the resubdivision of Lots 9 to 18 in E.C. Dickinson's Subdivision Number 2 to the southwest corner of said Lot 11, also being on the north line of West Belle Plaine Avenue; thence east along the north line of West Belle Plaine Avenue to the west line of a 16-foot north/south alley lying west of and contiguous to Lots 1 through 8 in E.C. Dickinson's Subdivision Number 2; thence north along the west line of said 16-foot north/south alley lying west of and contiguous to Lots 1 through 8 in E.C. Dickinson's Subdivision Number 2, and the northerly extension of said west line, to the north line of West Warner Avenue; thence east along the north line of West Warner Avenue and its easterly extension to the east line of North Cicero Avenue; thence south along the east line of North Cicero Avenue to the north line of West Belle Plaine Avenue; thence east along the north line of West Belle Plaine Avenue to the west line of North Kilpatrick Avenue; thence north along the west line of North Kilpatrick Avenue to the southeast corner of Lot 1 in Pischel's Resubdivision, according to the plat thereof recorded June 16, 1911 as Document 4777834; thence southeasterly across North Kilpatrick Avenue to the southwest corner of Brother Michael J. Grace, S.J. Subdivision, according to the plat thereof recorded December 31, 2007 as Document 0736509002, also being the northwest corner of Lot 1 in Marketplace at Six Corners Subdivision, according to the plat thereof recorded November 1, 1996 as Document 96835577; thence east along the south line of said Brother Michael J. Grace, S.J. Subdivision and the north line of said Lot 1 in Marketplace at Six Corners Subdivision to the northeast corner of said Lot 1, also being on the westerly right-of-way line of the Chicago, Milwaukee and St. Paul Railway Company; thence southeast along the westerly right-of-way line of the Chicago, Milwaukee and St. Paul Railway Company to the west right-of-way line of the Chicago and Northwestern Railway Company, also being the east line of Block 20 in Grayland being a subdivision in the northwest quarter of Section 22; thence south along the east line of Block 20 in Grayland to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Special Service Area No. 28-2014 -- Six Corners.
Permanent Index Number List.

PIN 14.

13164290050000 13164290060000 13164310340000 13153140320000 13153140260000
13153140280000 13164310310000 13164300120000 13164310020000 13164310300000
13164310030000 13164300100000 13164300110000 13164310320000 13164230300000
13164230360000 13164230280000 13164200210000 13164230310000 13164230320000
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13164310260000 13164290020000 13164290010000 13164280030000 13164310180000
13164230330000 13164310270000 13164310120000 13164290030000 13164230370000
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13221000020000 13221010240000 13221010040000 13221010020000 13221010010000
13221010160000 13221010190000 13221000140000 13221000170000 13221000040000
13221010080000 13221010140000 13221000150000 13221000180000 13221000130000
13221010290000 13221000220000 13221000340000 13221010250000 13221000230000
13221000060000 13221010280000 13221020010000 13221000070000 13221000350000
13221010220000 13221000030000 13221000200000 13221000210000 13221000330000
13221000370000 13221000360000 13221000380000 13221010100000 13221000010000
13221010150000 13221000160000 13221010300000 13221000190000 13164310290000
13221020300000 13153150110000 13164310350000 13153160180000 13212030370000
13212030380000 13221020020000 13153140250000.

PUBLIC HEARING ON RECONSTITUTION OF SPECIAL SERVICE AREA NO. 33.

[O2014-8753]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 33, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 33 (the "Original 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 three hundred four thousandths of a percent (0.304%) of the equalized assessed value of the taxable property therein (the "Services Tax") 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 Establishment Ordinance established the Original Area as the territory approximately consisting of North Ashland Avenue, from West Division Street to the Kennedy Expressway; North Damen Avenue, from West Schiller Street to the Kennedy Expressway; North Western Avenue, from West Division Street to West Fullerton Avenue; West Division Street, from North Western Avenue to the Kennedy Expressway; and West North Avenue, from North Western Avenue to North Noble Street; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification 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 now desires to (i) enlarge the boundaries of the Original Area (as enlarged, the "Area") and authorize the levy of the Services Tax within the enlarged Area, (ii) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and (iii) to authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Period to a period from tax year 2014 through and including tax year 2028 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 33, (ii) the authorization of the Special Services distinct from the Original Special Services, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(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 enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 33, (ii) the authorization of the Special Services distinct from the Original Special Services, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. 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 three hundred four thousandths of a percent (0.304%) 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 2014 through and including 2028. The proposed amount of the tax levy for the Special Services in tax year 2014 is $948,575. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development. 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 Ashland Avenue, from West Division Street to the Kennedy Expressway; North Damen Avenue, from West Schiller Street to the Kennedy Expressway; North Western Avenue, from West Division Street to West Fullerton Avenue (east side only between West North Avenue and West Division Street); West Division Street, from North Western Avenue to the Kennedy Expressway; West North Avenue, from North Western Avenue to North Noble Street; and North Milwaukee Avenue, from North Western Avenue to North Haddon 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. 33.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of __________, 2014 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 33 and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include (i) enlarging the boundaries of the original special service area while keeping the designation as City of Chicago Special Service Area Number 33 (as enlarged, the "Area"), (ii) authorizing certain special services in the Area distinct from the original special services authorized to be provided (the "Special Services"), and (iii) authorizing the extension of the time period for which the levy of the Services Tax is authorized within the Area through and including tax year 2028.

The Services Tax under consideration shall be authorized to be levied annually in tax years 2014 through and including 2028 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development.

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 three hundred four thousandths of a percent (0.304%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2014 is $948,575. 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 Ashland Avenue, from West Division Street to the Kennedy Expressway; North Damen Avenue, from West Schiller Street to the Kennedy Expressway; North Western Avenue, from West Division Street to West Fullerton Avenue (east side only between West North Avenue and West Division Street); West Division Street, from North Western Avenue to the Kennedy Expressway; West North Avenue, from North Western Avenue to North Noble Street; and North Milwaukee Avenue, from North Western Avenue to North Haddon Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 33, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, and (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, 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 51 percent of the electors residing within the boundaries of the Area and by at least 51 percent of the landowners included within the boundaries of the Area objecting to (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 33, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, and/or (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of ________________ , 2014.

____
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.

Wicker Park And Bucktown Special Service Area No. 33. Legal Description And Permanent Index Numbers.

Legal Description:

ALL THAT PART OF SECTIONS 5 AND 6, TOWNSHIP 39 NORTH, RANGE 14 EAST, SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14 EAST, AND SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE OF THE CENTER LINE OF DIVISION STREET WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 45 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 5, AND RUNNING; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 45 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET TO THE EAST LINE OF LOT 63 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO; THENCE SOUTH ALONG SAID EAST LINE OF LOT 63 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO TO THE SOUTH LINE OF THE NORTH 70 FEET OF LOTS 63 TO 65 LOT 63 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO;THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 70 FEET OF LOTS 63 TO 65 LOT 63 IN BLOCK 23 OF ELSTON'S ADDITION TO CHICAGO AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NOBLE STREET;THENCE NORTH ALONG SAID CENTER LINE OF NOBLE STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 15 1/2 FOOT WIDE ALLEY NORTH OF DIVISION STREET IN BLOCK 1 IN MEYERHOFF'S SUBDIVISION OF THE SOUTH HALF OF BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 5;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 15 1/2 FOOT WIDE ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF CLEAVER STREET;THENCE NORTH ALONG SAID CENTER LINE OF CLEAVER STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 IN BLOCK 2 IN H. MEYERHOFF'S SUBDIVISION OF THE SOUTH HALF OF BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 5;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 9 IN BLOCK 2 IN SAID H. MEYERHOFF'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF CLEAVER STREET;THENCE SOUTH ALONG SAID WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF CLEAVER STREET TO THE NORTH LINE OF THE 15 1/2 FOOT WIDE VACATED ALLEY

NORTH OF DIVISION STREET;THENCE WEST ALONG SAID NORTH LINE OF THE 15 1/2 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF GREENVIEW AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF GREENVIEW AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 18.46 FOOT WIDE ALLEY NORTH OF DIVISION STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 18.46 FOOT WIDE ALLEY NORTH OF DIVISION STREET, BEING ALSO THE SOUTH LINE OF LOTS 20 AND 31 IN DICKSON & ECHOL'S SUBDIVISION OF BLOCK 12 OF CANAL TRUSTEES SUBDIVISION IN SECTION 5, AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF BOSWORTH AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF BOSWORTH AVENUE TO THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF THE 18 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF THE 18 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE AND THE WESTERLY LINE THEREOF TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 18 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 18 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF BLACKHAWK STREET;THENCE WEST ALONG SAID CENTER LINE OF BLACKHAWK STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 46 IN THOMAS HURFORD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 5;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 46 IN SAID THOMAS HURFORD'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF BOSWORTH AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF BOSWORTH AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 30 FEET OF LOTS 10, 11 AND THE WEST 16 FEET OF LOT 9 IN STARR'S SUBDIVISION OF THE NORTHEAST QUARTER OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN SECTION 5;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 30 FEET OF LOTS 10, 11 AND THE WEST 16 FEET OF LOT 9 IN STARR'S SUBDIVISION TO THE EAST LINE OF THE WEST 16 FEET OF LOT 9 AFORESAID;THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 16 FEET OF LOT 9 IN STARR'S SUBDIVISION TO THE NORTH LINE OF THE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF GREENVIEW AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF GREENVIEW AVENUE TO THE EASTERLY LINE OF THE I-90/I-94 EXPRESSWAY RIGHT OF WAY;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE I-90/I-94 EXPRESSWAY RIGHT OF WAY TO A LINE 188.85 FEET NORTH OF AND

PARALLEL WITH THE SOUTH LINE OF LOT B IN THE DIVISION OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION;THENCE WEST ALONG SAID LINE 188.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT B IN THE DIVISION OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF GREENVIEW AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF GREENVIEW AVENUE TO THE CENTER LINE OF VACATED LEMOYNE STREET;THENCE EAST ALONG SAID CENTER LINE OF VACATED LEMOYNE STREET TO THE WEST LINE OF THE CHICAGO & NORTHWESTERN RAILROAD RIGHT OF WAY;THENCE SOUTHEASTERLY ALONG SAID WEST LINE OF THE CHICAGO & NORTHWESTERN RAILROAD RIGHT OF WAY TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5;THENCE NORTH ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5 TO THE CENTER LINE OF NORTH AVENUE;THENCE WEST ALONG SAID CENTER LINE OF NORTH AVENUE TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE 15 FOOT WIDE ALLEY EASTERLY OF GREENVIEW AVENUE IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32;THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF THE 15 FOOT WIDE ALLEY EASTERLY OF GREENVIEW AVENUE IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF GREENVIEW AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF GREENVIEW AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 88 IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 88 IN BLOCK 2 IN SAID CHICAGO DISTILLERY COMPANY'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF LOT 55 IN BLOCK 2 IN SAID CHICAGO DISTILLERY COMPANY'S SUBDIVISION;THENCE SOUTH ALONG THE EAST LINES OF LOTS 55 THROUGH 66 IN BLOCK 2 IN SAID CHICAGO DISTILLERY COMPANY'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 20 FOOT WIDE VACATED ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID CENTER LINE OF THE 20 FOOT WIDE VACATED ALLEY NORTH OF NORTH AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF BOSWORTH AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF BOSWORTH AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 20 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 20 FOOT WIDE ALLEY NORTH OF NORTH AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 15 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 15 FOOT WIDE ALLEY EAST OF ASHLAND AVENUE TO THE SOUTH LINE OF THE 20 FOOT WIDE ALLEY SOUTH OF WABANSIA AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 20 FOOT WIDE ALLEY SOUTH OF WABANSIA AVENUE TO THE SOUTHERLY

EXTENSION OF THE EAST LINE OF LOT 19 (BEING ALSO THE PARCEL OF LAND BEARING PIN 14-32-312-002) IN BLOCK 2 IN SAID CHICAGO DISTILLERY COMPANY'S SUBDIVISION ;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19 (BEING ALSO THE PARCEL OF LAND BEARING PIN 14-32-312-002) IN BLOCK 2 IN SAID CHICAGO DISTILLERY COMPANY'S SUBDIVISION , THE EAST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE CENTER LINE OF WABANSIA AVENUE; THENCE EAST ALONG SAID CENTER LINE OF WABANSIA AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 15;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 19 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 18 FOOT WIDE ALLEY NORTH OF WABANSIA AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 18 FOOT WIDE ALLEY NORTH OF WABANSIA AVENUE TO THE EAST LINE OF LOTS 16 AND 17 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO;THENCE NORTH ALONG SAID EAST LINE OF LOTS 16 AND 17 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO TO THE SOUTH LINE OF LOT 15 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO;THENCE EAST ALONG SAID SOUTH LINE OF LOT 15 IN THE SUBDIVISION OF BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF BOSWORTH AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF BOSWORTH AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE C. M. ST. & P. RAILROAD RIGHT OF WAY (FORMERLY BLOOMINGDALE AVENUE);THENCE EAST ALONG SAID SOUTH LINE OF THE C. M. ST. & P. RAILROAD RIGHT OF WAY (FORMERLY BLOOMINGDALE AVENUE) TO THE WESTERLY LINE OF THE C. & N. W. RAILROAD RIGHT OF WAY;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE C. & N. W. RAILROAD RIGHT OF WAY TO THE CENTER LINE OF HOMER STREET;THENCE WEST ALONG SAID CENTER LINE OF HOMER STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 15 IN QUENTIN'S SUBDIVISION OF BLOCK 22 AND LOTS 1 AND 2 IN BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 15 IN SAID QUENTIN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 15 FOOT WIDE ALLEY NORTH OF CORTLAND STREET;THENCE WEST ALONG SAID CENTER LINE OF THE 15 FOOT WIDE ALLEY NORTH OF CORTLAND STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 29 IN SAID QUENTIN'S SUBDIVISION;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 29 IN SAID QUENTIN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CORTLAND STREET;THENCE EAST ALONG SAID CENTER LINE OF CORTLAND STREET AND THE EASTERLY EXTENSION THEREOF TO THE NORTHERLY EXTENSION OF THE CENTER LINE OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTER LINE OF ASHLAND AVENUE TO THE EASTERLY EXTENSION

OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CORTLAND STREET;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CORTLAND STREET TO THE EAST LINE OF THE 14.4 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 14.4 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE TO THE EASTERLY EXTENSION OF THER NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BLOOMINGDALE AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BLOOMINGDALE AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MARSHFIELD AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE 15 FOOT WIDE VACATED ALLEY SOUTH OF BLOOMINGDALE AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE SOUTH LINE OF THE 15 FOOT WIDE VACATED ALLEY SOUTH OF BLOOMINGDALE AVENUE TO THE WEST LINE OF THE VACATED PORTION OF THE 16 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID WEST LINE OF THE VACATED PORTION OF THE 16 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE TO THE SOUTH LINE THEREOF, BEING ALSO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 23 IN J.G. KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO;THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 23 IN J.G. KEENAN'S SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE TO THE NORTH LINE OF THE 15 FOOT WIDE ALLEY NORTH OF WABANSIA AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 15 FOOT WIDE ALLEY NORTH OF WABANSIA AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 12 FOOT WIDE PRIVATE ALLEY WEST OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 12 FOOT WIDE PRIVATE ALLEY WEST OF ASHLAND AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WABANSIA AVENUE;THENCE WEST ALONG SAID CENTER LINE OF WABANSIA AVENUE TO THE CENTER LINE OF MARSHFIELD AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF MARSHFIELD AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOOD STREET;THENCE SOUTH ALONG SAID CENTER LINE OF WOOD STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 28 IN BLOCK 2 IN MC REYNOLD'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 28 IN BLOCK 2 IN SAID MC REYNOLD'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 14 FOOT WIDE ALLEY EAST OF WOOD STREET;THENCE SOUTH ALONG SAID EAST LINE OF THE 14 FOOT WIDE ALLEY EAST OF WOOD

STREET TO THE NORTH LINE OF THE 14 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 14 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE TO THE WEST LINE OF THE 14 FOOT WIDE ALLEY WEST OF PAULINA STREET;THENCE NORTH ALONG SAID WEST LINE OF THE 14 FOOT WIDE ALLEY WEST OF PAULINA STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 2 OF SAID MC REYNOLD'S SUBDIVISION;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 3 IN BLOCK 2 OF SAID MC REYNOLD'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF PAULINA STREET;THENCE SOUTH ALONG SAID CENTER LINE OF PAULINA STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 28 IN BLOCK 1 OF SAID MC REYNOLD'S SUBDIVISION;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 28 IN BLOCK 1 OF SAID MC REYNOLD'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 14 FOOT WIDE ALLEY EAST OF PAULINA STREET;THENCE SOUTH ALONG SAID EAST LINE OF THE 14 FOOT WIDE ALLEY EAST OF PAULINA STREET TO THE NORTH LINE OF 14 FOOT WIDE ALLEY NORTH OF PIERCE STREET;THENCE EAST ALONG SAID NORTH LINE OF 14 FOOT WIDE ALLEY NORTH OF PIERCE STREET AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF ASHLAND AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF BLACKHAWK STREET;THENCE WEST ALONG SAID CENTER LINE OF BLACKHAWK STREET TO THE CENTER LINE OF PAULINA STREET;THENCE SOUTH ALONG SAID CENTER LINE OF PAULINA STREET TO THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE TO THE CENTER LINE OF BEACH STREET;THENCE WEST ALONG SAID CENTER LINE OF BEACH STREET TO THE CENTER LINE OF WOOD STREET;THENCE NORTH ALONG SAID CENTER LINE OF WOOD STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 27 IN BLOCK 4 IN PICKET'S SECOND ADDITION TO CHICAGO IN SECTION 6;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 27 IN BLOCK 4 IN SAID PICKET'S SECOND ADDITION TO CHICAGO TO THE WESTERLY LINE THEREOF;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 27 IN BLOCK 4 IN SAID PICKET'S SECOND ADDITION TO CHICAGO AND CONTINUING NORTHWESTERLY ALONG THE WESTERLY LINES OF LOTS 24 THROUGH 26 IN BLOCK 4 IN SAID PICKET'S SECOND ADDITION TO CHICAGO TO THE SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY WESTERLY OF WOOD STREET;THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY WESTERLY OF WOOD STREET TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE AT THE EASTERLY LINE OF LOT 34 IN BLOCK 4 OF PICKET'S 2ND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION IN SECTION 6;THENCE

NORTHWESTERLY ALONG THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE TO THE SOUTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5 IN O.H. ALLEN'S SUBDIVISION OF BLOCK 5 OF ASSESSOR'S DIVISION IN SECTION 6;THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5 IN SAID O.H. ALLEN'S SUBDIVISION AND THE SOUTHERLY LINE THEREOF TO THE SOUTHERLY LINE OF LOT 9 IN BLOCK 3 OF PICKET'S 2ND ADDITION TO CHICAGO;THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 9 IN IN BLOCK 4 OF PICKET'S 2ND ADDITION TO CHICAGO AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF ELK GROVE AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF ELK GROVE AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOOD STREET;THENCE NORTH ALONG SAID CENTER LINE OF WOOD STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE TO THE WEST LINE OF THE 24 FOOT WIDE ALLEY WEST OF WINCHESTER AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 24 FOOT WIDE ALLEY WEST OF WINCHESTER AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WABANSIA AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WABANSIA AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 18 IN BLOCK 36 IN E.R. SMITH'S SUBDIVISION IN SHEFFIELD'S ADDITION IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 18 IN BLOCK 36 IN SAID E.R. SMITH'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WABANSIA AVENUE;THENCE EAST ALONG SAID CENTER LINE OF WABANSIA TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE 24 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE 24 FOOT WIDE ALLEY EAST OF DAMEN AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BLOOMINGDALE AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BLOOMINGDALE AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19 IN BLOCK 37 IN E.R. SMITH'S SUBDIVISION IN SHEFFIELD'S ADDITION IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19 IN BLOCK 37 IN SAID E.R. SMITH'S SUBDIVISION AND THE EAST LINE THEREOF TO THE SOUTH LINE OF THE C. M. ST. P. & P. RAILROAD RIGHT OF WAY;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 19 IN BLOCK 37 IN SAID E.R. SMITH'S SUBDIVISION AND THE NORTHERLY

EXTENSION THEREOF TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31;THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31 TO THE CENTER LINE OF WINCHESTER AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF WINCHESTER AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 25 IN THE SUBDIVISION OF LOTS 30 TO 53 INCLUSIVE AND OF LOTS 67 TO 90 INCLUSIVE IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCK 38 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 25 IN SAID SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 14.4 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF THE 14.4 FOOT WIDE ALLEY EAST OF DAMEN AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CORTLAND STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CORTLAND STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1 FOOT OF LOT 21 (BEING ALSO THE EAST LINE OF THE PARCEL OF LAND BEARING PIN 14-31-408-001) IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21(EXCEPT LOTS 1, 6 & 12 IN SAID BLOCK 21), 23, 28, 29, 30, 31, 32(EXCEPT LOTS 1, 2, 3, 6 & 7), 33, 38, 39, 40 & 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SAID SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE WEST 1 FOOT OF LOT 21 AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CORTLAND STREET;THENCE EAST ALONG SAID CENTER LINE OF CORTLAND STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 IN BLOCK 39 IN THE SUBDIVISION OF BLOCKS 17, 18, 21 (EXCEPT LOTS 1, 6, AND 12 IN SAID BLOCK 21), 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6, AND 7), 33, 38, 39, 40, AND 41 OF SHEFFIELD'S ADDITION IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 42 IN BLOCK 39 IN SAID SUBDIVISION TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CORTLAND STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CORTLAND STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 13 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 13 FOOT WIDE ALLEY EAST OF DAMEN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF ARMITAGE AVENUE;THENCE NORTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF THE 13 FOOT WIDE ALLEY EAST OF DAMEN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF ARMITAGE AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF ARMITAGE AVENUE TO THE EAST LINE OF LOT 17 IN BLOCK 39 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 6, AND 12 IN BLOCK 21), 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6, AND 7) 33, 38, 39, 40, AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31;THENCE NORTH ALONG SAID EAST LINE OF LOT 17 IN BLOCK 39 OF SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF

ARMITAGE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF ARMITAGE AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 37 IN BLOCK 40 IN SAID SUBDIVISION; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 37 IN BLOCK 40 IN SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF ARMITAGE AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF ARMITAGE AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DICKENS AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DICKENS AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 22 IN BLOCK 40 IN SAID SUBDIVISION;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 22 IN BLOCK 40 IN SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF DICKENS AVENUE;THENCE EAST ALONG SAID CENTER LINE OF DICKENS AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 37 IN BLOCK 41 IN SAID SUBDIVISION;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 37 IN BLOCK 41 IN SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DICKENS AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DICKENS AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WEBSTER AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WEBSTER AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19 IN BLOCK 41 IN SAID SUBDIVISION;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 19 IN BLOCK 41 IN SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WEBSTER AVENUE;THENCE EAST ALONG SAID CENTER LINE OF WEBSTER AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE TO THE WESTERLY LINE OF THE 20 FOOT WIDE ALLEY SOUTHWESTERLY OF THE C. & N. W. RAILROAD RIGHT OF WAY;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 20 FOOT WIDE ALLEY SOUTHWESTERLY OF THE C. & N. W. RAILROAD RIGHT OF WAY AND THE NORTHWESTERLY EXTENSION THEREOF TO THE CENTER LINE OF LYNDALE STREET, BEING ALSO AT THE CENTER LINE OF DAMEN AVENUE;THENCE WEST ALONG SAID CENTER LINE OF LYNDALE STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF

WEBSTER AVENUE; THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEBSTER AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 14 IN BLOCK 8 IN VINCENT'S SUBDIVISION OF (EXCEPT THE RAILROAD) THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31;HENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 14 IN BLOCK 8 IN SAID VINCENT'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WEBSTER AVENUE;THENCE WEST ALONG SAID CENTER LINE OF WEBSTER AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF ARMITAGE AVENUE;THENCE CONTINUING SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE AND ITS SOUTHERLY EXTENSION TO THE CENTER LINE OF CHURCHILL STREET;THENCE WEST ALONG SAID CENTER LINE OF CHURCHILL STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 18 (BEING ALSO THE WEST LINE OF THE PARCEL OF LAND BEARING PIN 14-31-323-080) IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 18 IN BLOCK 19 PIERCE'S ADDITION TO HOLSTEIN TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOTS 18 TO 20, INCLUSIVE, IN BLOCK 19 IN PEIRCE'S ADDITION TO HOLSTEIN;THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 20 FEET OF LOTS 18 TO 20, INCLUSIVE, IN BLOCK 19 IN PEIRCE'S ADDITION TO HOLSTEIN AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT ALLEY WEST OF DAMEN AVENUE TO THE SOUTH LINE OF LOT 25 IN SAID BLOCK 19 IN PEIRCE'S ADDITION TO HOLSTEIN;THENCE EAST ALONG SAID SOUTH LINE OF LOT 25 IN BLOCK 19 IN PEIRCE'S ADDITION TO HOLSTEIN AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF DAMEN AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF DAMEN AVENUE TO THE CENTER LINE OF WILLOW STREET;THENCE WEST ALONG SAID CENTER LINE OF WILLOW STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF ST. PAUL AVENUE;THENCE EAST ALONG SAID CENTER LINE OF ST. PAUL AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WABANSIA AVENUE;THENCE EAST ALONG SAID CENTER LINE OF WABANSIA AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE; THENCE SOUTH ALONG

SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WABANSIA AVENUE;THENCE WEST ALONG SAID CENTER LINE OF WABANSIA AVENUE TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF HOYNE AVENUE;HENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTER LINE OF HOYNE AVENUE TO THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE TO THE SOUTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTHERLY 8 FEET OF LOT 33 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO IN SECTION 31;THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION AND THE SOUTHERLY LINE OF THE NORTHERLY 8 FEET OF LOT 33 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO AND THE NORTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WILMOT AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WILMONT AVENUE TO THE SOUTHERLY LINE OF THAT PART OF WILMOT VACATED BY ORDINANCE PASSED AUGUST 14, 1918 AND RECORDED AS DOCUMENT 6405386;THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF THAT PART OF WILMOT VACATED BY ORDINANCE PASSED AUGUST 14, 1918 AND RECORDED AS DOCUMENT 6405386 TO THE SOUTHERLY LINE OF LOT 30 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO;THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 30 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO TO A LINE 13.5 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 30;THENCE NORTHWESTERLY ALONG SAID LINE 13.5 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 30 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO TO THE SOUTHERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION IN SECTION 31;THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO THE EASTERLY LINE THEREOF;THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO AN ANGLE POINT ON SAID EASTERLY LINE, SAID POINT BEING 36.28 FEET NORTHWESTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE;THENCE EASTERLY ALONG SAID EASTERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO AN ANGLE POINT ON SAID EASTERLY LINE, SAID POINT BEING 26.58 FEET EASTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE;THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO AN ANGLE POINT ON SAID EASTERLY LINE, SAID POINT BEING 8.29 FEET NORTHEASTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO THE NORTHERLY LINE THEREOF; THENCE

SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 7 IN ASSESSOR'S DIVISION TO THE EAST LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID EAST LINE OF LEAVITT STREET TO THE NORTHERLY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY;THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY TO THE WEST LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID WEST LINE OF LEAVITT STREET TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY MILWAUKEE AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO THE WEST LINE OF OAKLEY AVENUE;THENCE CONTINUING NORTHWESTERLY ALONG THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF MILWAUKEE AVENUE TO THE SOUTHERLY LINE OF THE VACATED 16 FOOT WIDE ALLEY NORTHEASTERLY MILWAUKEE AVENUE, BEING ALSO ON THE EASTERLY LINE OF LOT 7 IN BLOCK 5 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF THE VACATED 16 FOOT WIDE ALLEY NORTHEASTERLY MILWAUKEE AVENUE TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTHEASTERLY MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTHEASTERLY MILWAUKEE AVENUE TO THE EAST LINE OF WESTERN AVENUE;THENCE NORTH ALONG SAID EAST LINE OF WESTERN AVENUE TO THE SOUTHERLY LINE OF LOT 39 IN BLOCK 5 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 39 IN BLOCK 5 IN SAID PIERCE'S ADDITION TO HOLSTEIN AND THE NORTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WILMONT AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WILMONT AVENUE TO THE CENTER LINE OF ARMITAGE AVENUE;THENCE EAST ALONG SAID CENTER LINE OF ARMITAGE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CHARLESTON STREET;THENCE EAST ALONG SAID CENTER LINE OF CHARLESTON AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4 IN OWNER'S DIVISION OF PART OF BLOCK 13 OF HOLSTEIN IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOTS 1 THROUGH 4 IN SAID OWNER'S DIVISION TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CHARLESTON AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CHARLESTON AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF SHAKESPEARE AVENUE;THENCE EAST ALONG SAID CENTER LINE OF SHAKESPEARE AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE

OF LOT 17 IN BLOCK 12 IN HOLSTEIN SUBDIVISION IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 17 IN BLOCK 21 IN SAID HOLSTEIN SUBDIVISION TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF SHAKESPEARE AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT ALLEY NORTH OF SHAKESPEARE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF FULLERTON AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF FULLERTON AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE DEDICATED ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE DEDICATED ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF FULLERTON AVENUE;THENCE WEST ALONG SAID CENTER LINE OF FULLERTON AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE TO THE SOUTH LINE OF THE 8 FOOT WIDE ALLEY SOUTH OF PALMER STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 8 FOOT WIDE ALLEY SOUTH OF PALMER STREET TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF WESTERN AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF WESTERN AVENUE TO THE SOUTH LINE OF THE 20 FOOT WIDE ALLEY NORTH OF CHARLESTON STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 20 FOOT WIDE ALLEY NORTH OF CHARLESTON STREET TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF CAMPBELL AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF CAMPBELL AVENUE TO THE SOUTH LINE OF LOT 9 IN W.H. POWELL'S SUBDIVISION OF THE NORTH 423.5 FEET OF THE 7 ACRES OF LOT 6 IN CIRCUIT COURT PARTITION RECORDED JULY 16, 1878, DOC. NO. 187827 IN SECTION 36;THENCE EAST ALONG SAID SOUTH LINE OF LOT 9 IN SAID W.H. POWELL'S SUBDIVISION TO THE EAST LINE OF LOT 5 IN THE SUBDIVISION OF THE SOUTH 124.5 FEET OF LOT 9 IN POWELL'S SUBDIVISION IN SECTION 36;THENCE SOUTH ALONG SAID EAST LINE OF LOT 5 IN THE SUBDIVISION OF THE SOUTH 124.5 FEET OF LOT 9 IN POWELL'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CHARLESTON AVENUE;THENCE EAST ALONG SAID CENTER LINE OF CHARLESTON AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE EAST LINE THEREOF TO THE SOUTH LINE OF THE 8 FOOT WIDE ALLEY SOUTH OF CHARLESTON AVENUE;THENCE WEST ALONG SAID SOUTH LINE OF THE 8 FOOT WIDE ALLEY SOUTH OF CHARLESTON AVENUE TO THE NORTHERLY EXTENSION OF THE CENTER LINE OF KUHNS COURT;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTER LINE OF KUHNS COURT TO

THE NORTH LINE OF THE 8 FOOT WIDE ALLEY NORTH OF MCLEAN AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 8 FOOT WIDE ALLEY NORTH OF MCLEAN AVENUE TO THE EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 14 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF ARMITAGE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF ARMITAGE AVENUE TO THE CENTER LINE OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF MILWAUKEE AVENUE TO THE NORTHEASTERLY EXTENSION OF NORTHERLY LINE OF THE SOUTHERLY 16 FEET OF LOT 9 (BEING ALSO THE NORTHERLY LINE OF THE PARCEL OF LAND BEARING PIN 13-36-404-028) IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36 ;THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION AND THE NORTHERLY LINE OF THE SOUTHERLY 16 FEET OF LOT 9 (BEING ALSO THE NORTHERLY LINE OF THE PARCEL OF LAND BEARING PIN 13-36-404-028) IN JOHNSTON'S SUBDIVISION OF BLOCK 1 TO THE NORTHERLY LINE OF THE 10 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF THE 10 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HOMER STREET;THENCE EAST ALONG SAID CENTER LINE OF HOMER STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 37 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 37 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 TO THE NORTHERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD;THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WESTERN AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF WESTERN AVENUE TO THE SOUTHERLY LINE OF THE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD;THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD TO THE WEST LINE OF LOT 36 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 ;THENCE SOUTH ALONG SAID WEST LINE OF LOT 36 IN SAID JOHNSTON'S SUBDIVISION OF BLOCK 1 AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF HOMER STREET; THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF HOMER STREET TO THE EAST LINE OF LOT 51 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF JOHNSTON'S SUBDIVISION IN SECTION 36;THENCE SOUTH ALONG SAID EAST LINE OF LOT 51 IN SAID JOHNSTON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CORTLAND STREET;THENCE EAST ALONG SAID CENTER LINE OF CORTLAND STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 14

FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF MOFFAT STREET;THENCE EAST ALONG SAID CENTER LINE OF MOFFAT STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 52 IN COLEHOUR'S SUBDIVISION OF BLOCK 4 OF JOHNSTON'S SUBDIVISION IN SECTION 36;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 52 IN SAID COLEHOUR'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MOFFAT STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MOFFAT STREET TO THE EAST LINE OF LOT 95 IN COLEHOUR'S SUBDIVISION OF BLOCK 4 OF JOHNSTON'S SUBDIVISION IN SECTION 36;THENCE SOUTH ALONG SAID EAST LINE OF LOT 95 IN SAID COLEHOUR'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, BEING ALSO THE CENTER LINE OF BLOOMINGDALE AVENUE;THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, BEING ALSO THE CENTER LINE OF BLOOMINGDALE AVENUE, TO THE CENTER LINE OF WESTERN AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF WESTERN AVENUE TO THE NORTH LINE OF THE VACATED SOUTH 6 FEET OF BLOOMINGDALE AVENUE;THENCE WEST ALONG SAID NORTH LINE OF THE VACATED SOUTH 6 FEET OF BLOOMINGDALE AVENUE TO THE CENTER LINE OF ARTESIAN AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF ARTESIAN AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 45 IN OSWALD AND JAEGER'S SUBDIVISION OF BLOCK 5 OF JOHNSTON'S SUBDIVISION IN SECTION 36;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 45 IN SAID OSWALD AND JAEGER'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 18 FOOT WIDE ALLEY WEST OF WESTERN AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 18 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE, BEING ALSO AT THE SOUTH LINE OF WABANSIA AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE; THENCE EAST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE TO THE WEST LINE OF LOT 23 IN ROUNTREE AND HAYES' SUBDIVISION OF THE EAST HALF OF BLOCK 8 OF JOHNSTON'S SUBDIVISION IN SECTION 36;THENCE SOUTH ALONG SAID WEST LINE OF LOT 23 IN SAID ROUNTREE AND HAYES' SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH AVENUE;THENCE EAST ALONG SAID CENTER LINE OF NORTH AVENUE TO THE CENTER LINE OF WESTERN AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF WESTERN AVENUE TO THE CENTER LINE OF HADDON AVENUE;THENCE EAST ALONG SAID CENTER LINE OF HADDON AVENUE TO THE CENTER LINE OF OAKLEY BOULEVARD;THENCE NORTH ALONG SAID CENTER LINE OF OAKLEY BOULEVARD TO THE EASTERLY EXTENSION OF THE

SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF OAKLEY BOULEVARD;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF OAKLEY BOULEVARD TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET;THENCE CONTINUING WEST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY WEST OF CLAREMONT AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY WEST OF CLAREMONT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF POTOMAC AVENUE;THENCE WEST ALONG SAID CENTER LINE OF POTOMAC AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF HIRSCH STREET;THENCE EAST ALONG SAID CENTER LINE OF HIRSCH STREET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTER LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 16 IN BLOCK 5 IN H.B. BOGUE'S SUBDIVISION OF BLOCKS 1, 2, 4, AND 5 OF WATSON, TOWER, AND DAVIS' SUBDIVISION IN SECTION 6;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 16 IN BLOCK 5 IN SAID H.B. BOGUE'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF CLAREMONT AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF CLAREMONT AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 9 IN BLOCK 5 IN SAID H.B. BOGUE'S SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 5 IN SAID H.B. BOGUE'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF LEMOYNE STREET;THENCE WEST ALONG SAID CENTER LINE OF LEMOYNE STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION

THEREOF TO THE CENTER LINE OF CLAREMONT AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF CLAREMONT AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE;THENCE NORTH ALONG THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF ST. PAUL AVENUE;THENCE EAST ALONG SAID CENTER LINE OF ST. PAUL AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6 IN BLOCK 2 IN ISHAM'S SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 6 IN BLOCK 2 IN SAID ISHAM'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF BLOOMINGDALE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF BLOOMINGDALE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 4.4 FEET OF LOT 12 IN THE SUBDIVISION OF LOTS 20 TO 34, INCLUSIVE, EXCEPT THE EAST 17.12 FEET OF LOT 34 IN BLOCK 14 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE EAST 4.4 FEET OF LOT 12 IN THE SUBDIVISION OF LOTS 20 TO 34 TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MOFFAT STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MOFFAT STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 18 IN BLOCK 14 PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 18 IN BLOCK 14 IN SAID PIERCE'S ADDITION TO HOLSTEIN AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF MOFFAT STREET;THENCE EAST ALONG SAID CENTER LINE OF MOFFAT STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 20 IN BLOCK 13 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 20 IN BLOCK 13 IN SAID PIERCE'S ADDITION TO HOLSTEIN AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF MOFFAT STREET;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF MOFFAT STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINNEBAGO AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WINNEBAGO AVENUE TO THE EAST LINE OF WESTERN AVENUE;THENCE NORTH ALONG SAID EAST LINE OF WESTERN AVENUE TO THE SOUTHERLY LINE OF LOT 3 IN BLOCK 12 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31;THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 12 IN SAID PIERCE'S ADDITION TO HOLSTEIN TO THE WESTERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD;THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD TO THE CENTER LINE OF WESTERN AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF WESTERN AVENUE TO THE NORTHWESTERLY

EXTENSION OF THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF BLOOMINGDALE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF BLOOMINGDALE AVENUE TO THE NORTHWESTERLY EXTENSION OF THE WESTERLY LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE WESTERLY LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID CENTER LINE OF LEAVITT STREET TO THE NORTHWESTERLY EXTENSION OF THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WABANSIA AVENUE;THENCE EAST ALONG SAID CENTER LINE OF WABANSIA AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE VACATED ALLEY WEST OF MILWAUKEE AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE VACATED ALLEY WEST OF MILWAUKEE AVENUE TO THE WESTERLY LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE TO THE NORTH LINE OF LOT 12 IN MASON'S SUBDIVISION OF LOT 2 AND THAT PART OF LOT 3 (EXCEPT THE SOUTH 33 FEET THEREOF) LYING EAST OF THE CENTER LINE OF NORTH LEAVITT STREET IN ASSESSOR'S DIVISION IN SECTION 31;THENCE WEST ALONG SAID NORTH LINE OF LOT 12 AND LOT 13 IN MASON'S SUBDIVISION TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH ALONG SAID WEST LINE OF LOT 13 IN MASON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CATON STREET;THENCE EAST ALONG SAID CENTER LINE OF CATON STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 46 IN SAID MASON'S SUBDIVISION;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 46 IN SAID MASON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTH OF CATON STREET;THENCE EAST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTH OF CATON STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 4 IN JOHNSTON'S ADDITION TO CHICAGO IN SECTION 31;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 4 IN SAID JOHNSTON'S ADDITION TO CHICAGO AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CONCORD PLACE;THENCE EAST ALONG SAID CENTER LINE OF CONCORD PLACE TO THE NORTHWESTERLY EXTENSION OF THE EASTERLY LINE OF THE 16 FOOT WIDE

ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE TO THE WESTERLY LINE OF LOTS 5, 6 & 7 IN THE HEIRS OF OMAR H. ALLEN'S SUBDIVISION OF PART OF LOTS 5 & 6 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTH HALF OF THE SOUTHWESTER QUARTER OF SECTION 31;THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOTS 5, 6 & 7 IN THE HEIRS OF OMAR H. ALLEN'S SUBDIVISION AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH AVENUE;THENCE WEST ALONG SAID CENTER LINE OF NORTH AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 4 FEET OF LOT 1 ALLEN'S SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, LYING 101 FEET SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST 4 FEET OF LOT 1 ALLEN'S SUBDIVISION TO THE SOUTHERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD;THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE CHICAGO TRANSIT AUTHORITY RAILROAD TO THE NORTH LINE OF THE SOUTH 85 FEET OF LOT 5 IN ALLEN'S SUBDIVISION;THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 85 FEET OF LOT 5 IN ALLEN'S SUBDIVISION TO THE EAST LINE OF LOT 1 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150;THENCE NORTH ALONG SAID EAST LINE OF LOT 1 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE NORTH LINE OF THE SOUTH 110 FEET THEREOF;THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 110 FEET OF LOT 1 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE EAST LINE OF LOT 2 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150;THENCE NORTH ALONG SAID EAST LINE OF LOT 2 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE NORTH LINE OF THE SOUTH 120 FEET THEREOF;THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 120 FEET OF LOT 2 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE EAST LINE OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150;THENCE NORTH ALONG SAID EAST LINE OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE NORTH LINE OF THE SOUTH 128 FEET THEREOF;THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 128 FEET OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE EAST LINE OF LOT 4 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150;THENCE NORTH ALONG SAID EAST LINE OF LOT 4 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS

DOCUMENT 42150 TO THE NORTH LINE THEREOF;THENCE WEST ALONG SAID NORTH LINE OF LOT 4 AND LOT 5 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE WEST LINE OF LOT 5 AFORESAID;THENCE SOUTH ALONG SAID WEST LINE LOT 5 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 31 RECORDED AS DOCUMENT 42150 TO THE NORTH LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF NORTH AVENUE AND THE WESTERLY ;EXTENSION THEREOF TO THE CENTER LINE OF HOYNE AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF HOYNE AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID CENTER LINE OF LEAVITT STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF NORTH AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF CLAREMONT AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF CLAREMONT AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF OAKLEY BOULEVARD;THENCE NORTH ALONG SAID CENTER LINE OF OAKLEY BOULEVARD TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF LEAVITT STREET;THENCE SOUTH ALONG SAID CENTER LINE OF LEAVITT STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF NORTH AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 18 FOOT WIDE ALLEY EAST OF LEAVITT STREET;THENCE SOUTH ALONG SAID EAST LINE OF THE 18 FOOT WIDE ALLEY EAST OF LEAVITT STREET TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF PIERCE AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY WEST OF PIERCE AVENUE TO THE WEST LINE OF THE 18 FOOT WIDE ALLEY WEST OF HOYNE AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 18 FOOT WIDE ALLEY WEST OF HOYNE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 2 IN D.S. LEE'S ADDITION TO CHICAGO IN SECTION 6;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 3 IN BLOCK 2 IN SAID D.S. LEE'S ADDITION TO CHICAGO AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HOYNE

AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF HOYNE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 37 IN BLOCK 1 IN SAID D.S. LEE'S ADDITION TO CHICAGO;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 37 IN BLOCK 1 IN SAID D.S. LEE'S ADDITION TO CHICAGO AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 18 FOOT WIDE ALLEY EAST OF HOYNE AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 18 FOOT WIDE ALLEY EAST OF HOYNE AVENUE TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF PIERCE AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF PIERCE AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 18 FOOT WIDE ALLEY WEST OF DAMEN AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF THE 18 FOOT WIDE ALLEY WEST OF DAMEN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF LEMOYNE STREET;THENCE WEST ALONG SAID CENTER LINE OF LEMOYNE STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 18 FOOT WIDE ALLEY EAST OF HOYNE AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 18 FOOT WIDE VACATED ALLEY EAST OF HOYNE AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF SCHILLER STREET;THENCE EAST ALONG SAID CENTER LINE OF SCHILLER STREET TO THE CENTER LINE OF WICKER PARK AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WICKER PARK AVENUE TO THE EAST LINE OF DAMEN AVENUE;THENCE NORTH ALONG SAID EAST LINE OF DAMEN AVENUE TO THE SOUTHERLY LINE OF LOT 40 IN BLOCK 5 IN D.S. LEE'S ADDITION TO CHICAGO IN SECTION 6;THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 40 IN BLOCK 5 IN SAID D.S. LEE'S ADDITION TO CHICAGO AND THE NORTHEASTERLY EXTENSION THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE TO THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 6 IN CLARK & BLAKE'S SUBDIVISION OF LOT 8 OF ASSESSOR'S DIVISION IN THE NORTHEAST QUARTER OF SECTION 6;THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 6 IN CLARK & BLAKE'S SUBDIVISION TO THE WESTERLY LINE OF THE EASTERLY 6 FEET THEREOF;THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF THE EASTERLY 6 FEET OF LOT 6 IN CLARK & BLAKE'S SUBDIVISION AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOLCOTT AVENUE;THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF WOLCOTT AVENUE TO THE NORTHWESTERLY EXTENSION OF THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOOD STREET;THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF WOOD STREET TO THE NORTHWESTERLY EXTENSION OF THE EASTERLY LINE OF

THE 10 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE EASTERLY LINE OF THE 10 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE SOUTHERLY LINE OF ELLEN STREET WITH EASTERLY LINE OF THE 12 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 12 FOOT WIDE ALLEY WESTERLY OF MILWAUKEE AVENUE TO THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE 10 FOOT WIDE ALLEY NORTHWESTERLY OF MAUTENE COURT;THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION AND THE SOUTHERLY LINE OF THE 10 FOOT WIDE ALLEY NORTHWESTERLY OF MAUTENE COURT TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF PAULINA STREET;THENCE SOUTH ALONG SAID EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF PAULINA STREET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF PAULINA STREET WITH THE SOUTH LINE OF THE 18 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 18 FOOT WIDE ALLEY NORTH OF DIVISION STREET TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF WOOD STREET, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 27 IN BLOCK 2 IN J.P. CLARKSON'S SUBDIVISION OF THE EAST 5 ACRES OF THE SOUTH 25 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6;THENCE WEST ALONG THE SOUTH LINE OF LOT 27 IN BLOCK 2 IN SAID J.P. CLARKSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF THE 12 FOOT WIDE ALLEY WEST OF WOOD STREET, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 27 IN BLOCK 1 IN SAID J.P. CLARKSON'S SUBDIVISION;THENCE WEST ALONG THE SOUTH LINE OF LOT 27 IN BLOCK 1 IN SAID J.P. CLARKSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF HONORE STREET, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 29 IN COUNTY CLERK'S REDIVISION OF SUBLOTS 29 TO 34 IN COUNTY CLERK'S DIVISION IN SECTION 6;THENCE WEST ALONG THE SOUTHERLY LINE OF LOT 29 IN SAID COUNTY CLERK'S REDIVISION TO AN ANGLE POINT ON SAID SOUTHERLY LINE;THENCE SOUTH ALONG SAID SOUTHERLY LINE OF LOT 29 IN SAID COUNTY CLERK'S REDIVISION TO AN ANGLE POINT ON SAID SOUTHERLY LINE;THENCE WEST ALONG SAID SOUTHERLY LINE OF LOT 29 IN SAID COUNTY CLERK'S REDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MARION COURT;THENCE NORTH ALONG SAID CENTER LINE OF MARION COURT TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 28 IN J.W. COCHRAN'S SUBDIVISION OF LOTS 5 TO 24 INCLUSIVE IN THE WEST HALF OF HAMILTON'S SUBDIVISION OF 5 ACRES IN THE EAST HALF OF

THE WEST HALF OF SECTION 6;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 28 IN SAID J.W. COCHRAN'S SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 28 IN RUDOLPH WEHRLIS' WEST SIDE SUBDIVISION OF LOT 9 EXCEPT THE NORTH 80 FEET OF THE SOUTH 380 FEET OF THE DIVISION OF LOTS 9 AND 10 IN ASSESSOR'S DIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6;THENCE NORTH ALONG THE EAST LINE OF LOT 28 IN SAID RUDOLPH WEHRLIS' WEST SIDE SUBDIVISION TO THE NORTH LINE THEREOF;THENCE WEST ALONG SAID NORTH LINE OF LOT 28 IN SAID RUDOLPH WEHRLIS' WEST SIDE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOLCOTT STREET;THENCE NORTH ALONG SAID CENTER LINE OF WOLCOTT STREET TO THE NORTH LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-033;THENCE WEST ALONG SAID NORTH LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-033 TO THE EAST LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-027;THENCE NORTH ALONG SAID EAST LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-027 TO THE NORTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-027 TO THE WEST LINE THEREOF;THENCE SOUTH ALONG SAID WEST LINE OF THE PARCEL OF LAND BEARING PIN 17-6-226-027 TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID CENTER LINE OF LEAVITT STREET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET;THENCE WEST ALONG THE CENTER LINE OF THE 16 FOOT WIDE VACATED ALLEY NORTH OF DIVISION STREET AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF OAKLEY BOULEVARD;THENCE SOUTH ALONG SAID CENTER LINE OF OAKLEY BOULEVARD TO THE CENTER LINE OF THOMAS STREET;THENCE EAST ALONG SAID CENTER LINE OF THOMAS STREET TO THE CENTER LINE OF LEAVITT STREET;THENCE NORTH ALONG SAID CENTER LINE OF LEAVITT STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF DAMEN AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF

DAMEN AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINCHESTER AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF WINCHESTER AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOLCOTT STREET; THENCE SOUTH ALONG SAID CENTER LINE OF WOLCOTT STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 12 FOOT WIDE ALLEY NORTH OF THOMAS STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 12 FOOT WIDE ALLEY NORTH OF THOMAS STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HONORE STREET;THENCE NORTH ALONG SAID CENTER LINE OF HONORE STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 10 FOOT WIDE ALLEY NORTH OF HADDON AVENUE;THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF THE 10 FOOT WIDE ALLEY NORTH OF HADDON AVENUE AND THE NORTH LINE THEREOF TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HONORE STREET;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HONORE STREET TO THE NORTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID NORTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WOOD STREET;THENCE SOUTH ALONG SAID CENTER LINE OF WOOD STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HERMITAGE AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF HERMITAGE AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF PAULINA STREET;THENCE NORTH ALONG SAID CENTER LINE OF PAULINA STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 26.5 FEET OF LOT 13 IN THE SUBDIVISION OF BLOCK 2 IN JOHNSTON'S SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 6; THENCE EAST

ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 26.5 FEET OF LOT 13 IN THE SUBDIVISION OF BLOCK 2 IN JOHNSTON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 12 FOOT WIDE ALLEY EAST OF PAULINA STREET;THENCE NORTH ALONG SAID EAST LINE OF THE 12 FOOT WIDE ALLEY EAST OF PAULINA STREET TO THE NORTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 2 IN JOHNSTON'S SUBDIVISION IN SECTION 6;THENCE EAST ALONG SAID NORTH LINE OF LOT 6 IN SAID SUBDIVISION OF BLOCK 2 AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF MARSHFIELD AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 IN ASSESSOR'S DIVISION OF BLOCK 1 IN JOHNSTON'S SUBDIVISION IN SECTION 6;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 10 IN SAID ASSESSOR'S DIVISION OF BLOCK 1 TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF MARSHFIELD AVENUE;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF MARSHFIELD AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN ASSESSOR'S DIVISION OF BLOCK 1 IN JOHNSTON'S SUBDIVSION IN SECTION 6;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 6 IN ASSESSOR'S DIVISION OF BLOCK 1 IN JOHNSTON'S SUBDIVSION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF ASHLAND AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF ASHLAND AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF DIVISION STREET AND THE EASTERLY EXTENSION THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF MILWAUKEE AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HADDON AVENUE;THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF HADDON AVENUE TO THE CENTER LINE OF MILWAUKEE AVENUE;THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF MILWAUKEE AVENUE TO THE CENTER LINE OF DIVISION STREET;THENCE EAST ALONG SAID CENTER LINE OF DIVISION STREET TO THE TO THE POINT OF BEGINNING AT THE WESTERLY LINE OF THE N.W. EXPRESSWAY RIGHT OF WAY, ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

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PUBLIC HEARING ON RECONSTITUTION OF SPECIAL SERVICE AREA NO. 34.

[O2014-8752]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 34, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 34 (the "Original 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 twenty-five hundredths of one percent (0.250%) 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 Establishment Ordinance established the Original Area consisting generally of Broadway, from Foster Avenue to Irving Park Road; Sheridan Road, from Foster Avenue to Montrose Avenue; Argyle Street, from Sheridan Road to Broadway; Lawrence Avenue, from Marine Drive to Broadway; and Wilson Avenue, from Marine Drive to Dover Street; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification 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 now desires to (i) enlarge the boundaries of the Original Area (as enlarged, the "Area") and authorize the levy of the Services Tax within the enlarged Area, (ii) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and (iii) to authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Period to a period from tax year 2014 through and including tax year 2028 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 34, (ii) the authorization of the Special Services distinct from the Original Special Services, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(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 Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 34, (ii) the authorization of the Special Services distinct from the Original Special Services, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. 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 twenty-five hundredths of one percent (0.250%) 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 2014 through and including 2028. The proposed amount of the tax levy for the Special Services in tax year 2014 is $616,069. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development. 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 Irving Park Road on the south to West Foster Avenue on the north along Uptown's primary north-south commercial corridors, North Broadway and North Sheridan Road. It includes properties along major and minor east-west roads throughout Uptown, including: Montrose Avenue, West Wilson Avenue, West Lawrence Avenue, and West Argyle Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (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 ten (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. 34.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of __________, 2014 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 34 and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include (i) enlarging the boundaries of the original special service area while keeping the designation as City of Chicago Special Service Area Number 34 (as enlarged, the "Area"), (ii) authorizing certain special services in the Area distinct from the original special services authorized to be provided (the "Special Services"), and (iii) authorizing the extension of the time period for which the levy of the Services Tax is authorized within the Area through and including tax year 2028.

The Services Tax under consideration shall be authorized to be levied annually in tax years 2014 through and including 2028 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development.

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 twenty-five hundredths of one percent (0.250%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2014 is $616,069. 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 Irving Park Road on the south to West Foster Avenue on the north along Uptown's primary north-south commercial corridors, North Broadway and North Sheridan Road. It includes properties along major and minor east-west roads throughout Uptown, including: Montrose Avenue, West Wilson Avenue, West Lawrence Avenue and West Argyle Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 34, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, and (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, 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 51 percent of the electors residing within the boundaries of the Area and by at least 51 percent of the landowners included within the boundaries of the Area objecting to (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 34, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, and/or (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of _______________, 2014.

____
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.

Special Service Area No. 34 -- Uptown.

Legal Description And Permanent Index Numbers.

Legal Description:

ALL THAT PART OF SECTIONS 8, 16 AND 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF IRVING PARK ROAD WITH THE EASTERLY LINE OF NORTH BROADWAY IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND RUNNING; THENCE EAST ALONG THE CENTER LINE OF IRVING PARK ROAD TO THE EAST LINE OF LOT 2 IN SNYDERS SUBDIVISION OF LOT 15 IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16 ; THENCE NORTH ALONG SAID EAST LINE OF LOT 2 IN SNYDERS SUBDIVISION TO THE NORTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE OF LOT 2 AND THE NORTH LINES OF LOTS 3 AND 4, AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF CLARENDON AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF CLARENDON AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 4 IN J. F. BUNTING'S SUBDIVISION OF THE SOUTH 20 FEET OF LOT 8 OF HEDGE'S AND HURLBUT'S AND LOTS 3 AND 4 OF HURLBUT'S SUBDIVISION OF THE SOUTH HALF OF LOT 9 IN SECTION 17; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 4 IN SAID J. F. BUNTING'S SUBDIVISION TO A POINT ON THE EASTERLY LINE OF LOTS 5 THROUGH 8 IN SAID J. F. BUNTING'S SUBDIVISION, SAID POINT BEING 100 FEET WEST OF AND 34 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF IRVING PARK ROAD WITH THE EAST LINE OF CLARENDON AVENUE; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOTS 5 THROUGH 8 TO THE NORTHERLY LINE OF LOT 3 IN HEDGE'S AND HURLBUT'S SUBDIVISION OF THE NORTH HALF OF LOT 9 IN HUNDLEY'S SUBDIVISION TOGETHER WITH LOTS 2 AND 9 OF HURLBUT'S SUBDIVISION OF THE NORTH HALF OF LOT 9 IN SECTION 17; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 3 IN SAID HURLBUT'S SUBDIVISION TO THE EASTERLY LINE OF LOT 10 IN HEDGE'S SUBDIVISION OF LOTS 1, 2 AND 4 OF HEDGE'S AND HURLBUT'S SUBDIVISION IN SECTION 17; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 10 IN SAID HEDGE'S SUBDIVISION AND THE NORTHWESTERLY EXTENSION THEREOF TO THE NORTHERLY LINE OF CUYLER AVENUE AT THE EASTERLY LINE OF LOT 7 IN SAID HEDGE'S SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 7 IN HEDGE'S SUBDIVISION TO THE NORTHERLY LINE THEREOF, BEING ALSO THE NORTHERLY LINE OF LOTS 4 TO 6 IN SAID HEDGE'S SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF LOTS 4 TO 6 IN SAID HEDGE'S SUBDIVISION TO THE EASTERLY LINE OF LOT 4 IN SAID HEDGE'S SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY EXTENSION OF THE EASTERLY LINE OF LOT 4 IN SAID HEDGE'S SUBDIVISION TO THE SOUTHERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO THE EASTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO AN ANGLE POINT ON SAID EASTERLY LINE, SAID POINT BEING 84.80 FEET

NORTHWESTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO AN ANGLE POINT ON SAID EASTERLY LINE, SAID POINT BEING 8 FEET NORTHEASTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO AN ANGLE POINT ON SAID NORTHERLY LINE, SAID POINT BEING 75.53 FEET WESTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE LOT A IN FARWELL'S CONSOLIDATION OF PART OF LOT 8 IN HUNDLEY'S SUBDIVISION TO THE NORTHERLY MOST WESTERLY LINE THEREOF, BEING ALSO THE EASTERLY LINE OF THE WESTERLY 250 FEET OF LOT 8 IN HUNDLEY'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE WESTERLY 250 FEET OF LOT 8 IN HUNDLEY'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH 4.16 FEET OF SAID LOT 8 IN HUNDLEY'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF THE NORTH 4.16 FEET OF SAID LOT 8 IN HUNDLEY'S SUBDIVISION TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE WESTERLY 80 FEET OF LOTS 4 TO 8 IN ELIZABETH KLANER'S SUBDIVISION OF LOTS 13 TO 18 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION OF LOT 8 IN HUNDLEY'S SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY EXTENSION AND THE EASTERLY LINE OF THE WESTERLY 80 FEET OF LOTS 4 TO 8 IN ELIZABETH KLANER'S SUBDIVISION AND THE NORTHWESTERLY EXTENSION THEREOF TO THE CENTER LINE OF BELLE PLAINE AVENUE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE OF BELLE PLAINE AVENUE TO THE SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF THE WESTERLY 48.55 FEET OF LOT 12 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION OF LOTS 7 & 10 & THE NORTH 2.5 ACRES OF LOT 8 IN HUNDLEY'S SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 17; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF THE WESTERLY 48.55 FEET OF LOT 12 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION AND THE EASTERLY LINE THEREOF TO THE NORTHERLY LINE OF THE SOUTHERLY 64 FEET OF LOTS 11 AND 12 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 64 FEET OF LOTS 11 AND 12 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION TO THE EASTERLY LINE OF SAID LOT 11; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 11 IN SCHLOSSER, COMSTOCK & PICK'S SUBDIVISION TO THE SOUTHERLY LINE OF LOT 11 IN ZEESE'S ADDITION TO BUENA PARK IN THE SOUTHEAST QUARTER OF SECTION 17; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 11 IN ZEESE'S ADDITION TO BUENA PARK TO THE EASTERLY LINE THEREOF; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 11 AND LOT 10 IN ZEESE'S ADDITION TO BUENA PARK TO THE NORTHERLY LINE OF SAID LOT 10; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 10 IN ZEESE'S ADDITION TO BUENA PARK TO AN ANGLE POINT ON SAID NORTHERLY LINE, SAID POINT BEING 60.58 FEET WESTERLY OF THE TERMINUS OF THE PREVIOUSLY DESCRIBED COURSE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 10 IN ZEESE'S ADDITION TO BUENA PARKTO THE EASTERLY LINE OF LOT 2 IN OWNER'S DIVISION OF LOTS 3 TO 9 & A PART OF LOTS 2 & 10 IN ZEESE'S ADDITION TO BUENA PARK; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 2 IN OWNER'S DIVISION AND THE NORTHWESTERLY EXTENSION THEREOF TO THE CENTER LINE OF BUENA AVENUE; THENCE EAST ALONG SAID CENTER LINE OF

BUENA AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2 IN BLOCK 1 IN WALLER'S ADDITION TO BUENA PARK IN SECTION 17; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 2 IN BLOCK 1 IN SAID WALLER'S ADDITION TO BUENA PARK TO THE SOUTHERLY LINE OF LOT 13 IN HUNDLEY'S SUBDIVISION IN SECTION 17; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 13 IN HUNDLEY'S SUBDIVISION TO THE EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 13 IN HUNDLEY'S SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 13 IN HUNDLEY'S SUBDIVISION TO THE SOUTHERLY LINE OF LOT 8 IN F. GEUNTHER'S RESUBDIVISION OF THE NORTH HALF OF LOT 13, ALL OF LOT 14 AND THE SOUTH HALF OF LOT 15 IN HUNDLEY'S SUBDIVISION IN SECTION 17; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 8 IN SAID F. GEUNTHER'S RESUBDIVISION TO THE EASTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG THE EASTERLY LINES OF LOTS 5 THROUGH 8 IN SAID F. GEUNTHER'S RESUBDIVISION TO THE NORTHERLY LINE OF LOT 5 IN SAID F. GEUNTHER'S RESUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 5 IN SAID F. GEUNTHER'S RESUBDIVISION TO THE EASTERLY LINE OF LOT 4 IN SAID F. GEUNTHER'S RESUBDIVISION; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINES OF LOTS 1 THROUGH 4 IN SAID F. GEUNTHER'S RESUBDIVISION TO THE NORTHERLY LINE OF LOT 1 IN SAID F. GEUNTHER'S RESUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 1 IN SAID F. GEUNTHER'S RESUBDIVISION TO THE EASTERLY LINE OF LOT 1 IN THE RESUBDIVISION OF THE WEST 35 FEET OF LOT 20 & ALL OF LOTS 21 & 22 IN BUENA PARK SUBDIVISION IN SECTION 17; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 1 IN THE RESUBDIVISION OF THE WEST 35 FEET OF LOT 20 & ALL OF LOTS 21 & 22 IN BUENA PARK SUBDIVISION TO THE SOUTHERLY LINE OF THE 10 FOOT WIDE VACATED ALLEY NORTHEASTERLY OF NORTH BROADWAY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE 10 FOOT WIDE VACATED ALLEY NORTHEASTERLY OF NORTH BROADWAY TO THE CENTER LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF THE SOUTHERLY LINE OF THE 10 FOOT WIDE VACATED ALLEY NORTHEASTERLY OF NORTH BROADWAY AND THE NORTHWESTERLY EXTENSION THEREOF TO THE CENTER LINE OF CULLOM AVENUE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF CULLOM AVENUE TO THE CENTER LINE OF HAZEL STREET; THENCE NORTH ALONG SAID CENTERLINE OF HAZEL STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MONTROSE AVENUE; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF MONTROSE AVENUE TO THE SOUTHWEST CORNER OF LOT 1 IN THE SUBDIVISION OF LOTS 8 TO 12 OF BLOCK 1 IN HUNDLEY'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1 AND 2 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 11 IN SAID SUBDIVISION OF LOTS 8 TO 12 OF BLOCK 1 IN HUNDLEY'S SUBDIVISION, BEING ALSO ON THE EAST LINE OF DAYTON STREET; THENCE EAST ALONG THE SOUTH LINE OF LOTS 11 AND 12 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE; THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN BLOCK 1 IN HUNDLEY'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 1 IN BLOCK 1 IN HUNDLEY'S SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF CLARENDON AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF CLARENDON AVENUE TO THE WESTERLY EXTENSION OF THE CENTER LINE OF JUNIOR TERRACE; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTER LINE OF JUNIOR TERRACE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 11 IN C.U. GORDON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5, 6, 23 & 24 OF SCHOOL TRUSTEE'S SUBDIVISION OF FRACTIONAL SECTION 16; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 11 IN C.U. GORDON'S ADDITION TO CHICAGO TO THE SOUTH LINE OF LOT 7 IN C.U. GORDON'S ADDITION TO CHICAGO; THENCE EAST ALONG SAID SOUTH LINE OF LOT 7 IN C.U. GORDON'S ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF LOT 24 IN COUNTY CLERK'S DIVISION OF LOTS 8, 9 & 24 & WITH ACCRETIONS THERETO OF C.U. GORDON'S ADDITION TO CHICAGO; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 24 IN COUNTY CLERK'S DIVISION TO THE EAST LINE THEREOF; THENCE NORTH ALONG SAID EAST LINE OF LOT 24 IN COUNTY CLERK'S DIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF MONTROSE AVENUE; THENCE WEST ALONG SAID CENTER LINE OF MONTROSE AVENUE TO THE CENTER LINE OF CLARENDON AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF CLARENDON AVENUE TO THE CENTERLINE OF WINDSOR AVENUE; THENCE WEST ALONG SAID CENTERLINE OF WINDSOR AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN A.L. BLETCH'S SUBDIVISION OF ALL OF LOT 11 & (EXCEPT THE WEST 40.865 FEET) OF LOT 12 IN H.J. WALLINGFORD'S SUBDIVISION OF 15 RODS SOUTH OF & ADJOINING TO THE NORTH 95 RODS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 3 IN A.L. BLETCH'S SUBDIVISION TO A POINT ON THE NORTH LINE OF LOT 1 IN A.T. GALT'S SHERIDAN ROAD SUBDIVISION IN SECTION 17, SAID POINT BEING ALSO ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE TO THE NORTH LINE OF SUNNYSIDE AVENUE; THENCE EAST ALONG SAID NORTH LINE OF SUNNYSIDE AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 24 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 24 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF AGATITE AVENUE; THENCE EAST ALONG SAID CENTERLINE OF AGATITE AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN JOHN N. YOUNG'S SUBDIVISION OF LOT 1 (& VACATED HALF OF STREET N. & ADJOINING) IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 2 IN JOHN N. YOUNG'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF MONTROSE AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF MONTROSE AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF HAZEL STREET; THENCE WEST ALONG THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF MONTROSE AVENUE TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 10 FOOT WIDE PRIVATE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 10 FOOT WIDE PRIVATE ALLEY EAST OF SHERIDAN ROAD AND THE CENTERLINE THEREOF TO THE SOUTH LINE OF AGATITE AVENUE; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 10 FOOT WIDE PRIVATE ALLEY EAST OF SHERIDAN ROAD TO THE NORTH LINE OF AGATITE AVENUE; THENCE EAST ALONG THE NORTH LINE OF

AGATITE AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG THE WEST LINE OF A 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD TO THE NORTH LINE THEREOF; THENCE EAST ALONG SAID NORTH LINE OF A 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD TO THE WEST LINE OF LOT 18 IN A. T. GALT'S SHERIDAN ROAD SUBDIVISION IN SECTION 17; THENCE NORTH ALONG SAID WEST LINE OF LOT 18 IN SAID A. T. GALT'S SHERIDAN ROAD SUBDIVISION TO THE SOUTH LINE OF LOT 2 IN LOOSE AND VAN SCHRADER'S SUBDIVISION OF LOT 20 (EXCEPT THE STREET) AND ALL OF LOT 19 AND THE WEST HALF OF LOT 18 IN H. J. WALLINGFORD'S SUBDIVISION IN SECTION 17; THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN SAID LOOSE AND VAN SCHRADER'S SUBDIVISION TO THE WEST LINE THEREOF; THENCE NORTH ALONG SAID WEST LINE OF LOT 2 IN SAID LOOSE AND VAN SCHRADER'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WINDSOR AVENUE; THENCE WEST ALONG SAID CENTER LINE OF WINDSOR AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 1, 2 AND THE WEST HALF OF LOT 3 IN H. J. WALLINGFORD'S SUBDIVISION IN SECTION 17; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 1 AND 2 IN SAID H. J. WALLINGFORD'S SUBDIVISION AND THE EAST LINES THEREOF TO THE SOUTH LINE OF LOT 3 IN M. C. ANDERSON'S SUBDIVISION OF LOT 1 OF RUFUS C. HALL'S SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID SOUTH LINE OF LOT 3 IN SAID M. C. ANDERSON'S SUBDIVISION TO THE EAST LINE OF LOT 2 IN RUFUS C. HALL'S SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 17; THENCE NORTH ALONG SAID EAST LINE OF LOT 2 IN SAID RUFUS C. HALL'S SUBDIVISION TO THE SOUTH LINE OF LOTS 1 AND 2 IN PRUITT AND MOORE'S RESUBDIVISION OF THE EAST 1.73 FEET OF LOT 3, ALL OF LOT 4 AND THE WEST 30 FEET OF LOT 5 IN H. J. WALLINGFORD'S SUBDIVISION TOGETHER WITH THE EAST 50 FEET OF LOT 2 AND THE WEST 70 FEET OF LOT 3 OF RUFUS C. HALL'S SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID SOUTH LINE OF LOTS 1 AND 2 IN SAID PRUITT AND MOORE'S RESUBDIVISION TO THE SOUTH LINE OF LOTS 1 AND 2 PRUITT AND MOORE'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 70 FEET) IN RUFUS C. HALL'S SUBDIVISION TOGETHER WITH LOT 5 (EXCEPT THE WEST 30 FEET) IN H. J. WALLINGFORD'S SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID SOUTH LINE OF LOTS I AND 2 IN SAID PRUITT AND MOORE'S RESUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF HAZEL AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF HAZEL AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN H. J. WALLINGFORD'S SUBDIVISION OF THE 15 RODS SOUTH AND ADJACENT TO THE NORTH 95 RODS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINES OF LOTS 6 THROUGH 9 IN SAID H. J. WALLINGFORD'S SUBDIVISION TO THE WEST LINE OF LOT 10 IN SAID H. J. WALLINGFORD'S SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE OF LOT 10 IN SAID H. J. WALLINGFORD'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WINDSOR AVENUE; THENCE EAST ALONG SAID CENTERLINE OF WINDSOR AVENUE TO THE CENTER LINE OF CLARENDON AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF CLARENDON AVENUE TO THE CENTERLINE OF WILSON AVENUE; THENCE EAST ALONG SAID CENTERLINE OF WILSON AVENUE TO THE CENTER LINE OF MARINE DRIVE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF MARINE DRIVE TO THE CENTER LINE OF LAWRENCE AVENUE; THENCE WEST ALONG SAID CENTER LINE OF LAWRENCE AVENUE TO THE CENTER LINE OF CLARENDON AVENUE, BEING ALSO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17 TO THE

SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF LAWRENCE AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF LAWRENCE AVENUE TO THE WEST LINE OF THE EAST 40 FEET OF LOT 20 IN HERDIEN-HOFFLUND & CARLSON'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE NORTH 10 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 40 FEET OF LOT 20 IN HERDIEN, HOFFLUND & CARLSON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF LAKESIDE PLACE; THENCE WEST ALONG SAID CENTER LINE OF LAKESIDE PLACE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 10 FEET OF LOT 3 IN HORACE A, GOODRICH'S SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 30 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 10 FEET OF LOT 3 IN HORACE A, GOODRICH'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF LAKESIDE AVENUE; THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF LAKESIDE AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN J.A.W. REES SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 40 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 3 IN J.A.W. REES SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF LELAND AVENUE; THENCE WEST ALONG SAID CENTER LINE OF LELAND AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF A 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF A 16 FOOT WIDE ALLEY WEST OF CLARENDON AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF EASTWOOD AVENUE; THENCE EAST ALONG THE CENTER LINE OF EASTWOOD AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN FITCH'S SUBDIVISION OF THE SOUTH 10 RODS SOUTH AND ADJACENT TO THE NORTH 60 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN SAID FITCH'S SUBDIVISION AND THE WEST LINE THEREOF TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WILSON AVENUE; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN SAID FITCH'S SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WILSON AVENUE; THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WILSON AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22 IN SAID FITCH'S SUBDIVISION; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22 IN SAID FITCH'S SUBDIVISION AND THE WEST LINE THEREOF AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF EASTWOOD AVENUE; THENCE EAST ALONG SAID CENTER LINE OF EASTWOOD AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 18 IN H. A. GOODRICH'S SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 60 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 18 IN SAID H. A. GOODRICH'S SUBDIVISION TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF EASTWOOD AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF EASTWOOD AVENUE TO THE WEST LINE OF THE 20 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID WEST LINE OF THE 20 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF LELAND AVENUE; THENCE WEST ALONG SAID CENTER LINE OF LELAND AVENUE TO THE SOUTHERLY EXTENSION OF

THE WEST LINE OF LOT 19 IN J. A. W. REES SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 40 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 19 IN SAID J. A. W. REES SUBDIVISION AND THE WEST LINE THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LELAND AVENUE; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 19 IN SAID J.A.W. REES SUBDIVISION TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LELAND AVENUE AND THE SOUTHWEST CORNER OF LOT 19 IN HORACE A. GOODRICH'S SUBDIVISION OF SOUTH 10 RODS OF THE NORTH 30 RODS OF EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE NORTH ALONG THE WEST LINE OF LOT 19 IN HORACE A. GOODRICH'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF LAKESIDE PLACE; THENCE EAST ALONG SAID NORTH LINE OF LAKESIDE PLACE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 15 FOOT WIDE ALLEY NORTH OF LAKESIDE PLACE; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 15 FOOT WIDE ALLEY NORTH OF LAKESIDE PLACE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17 AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF LAWRENCE AVENUE; THENCE EAST ALONG SAID CENTER LINE OF LAWRENCE AVENUE TO THE CENTER LINE OF MARINE DRIVE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF MARINE DRIVE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 65 TO 67, INCLUSIVE IN CASTLEWOOD SUBDIVISION OF THAT PART OF LOT 4 OF FUSSEY & FENNIMORE SUBDIVISION LYING EAST OF THE CENTER LINE OF SHERIDAN ROAD AND NORTH OF THE SOUTH 5.2 CHAINS OF SECTION 8;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOTS 65 TO 67, INCLUSIVE IN CASTLEWOOD SUBDIVISION TO THE WEST LINE OF LOT 67 IN CASTLEWOOD SUBDIVISION;THENCE SOUTH ALONG SAID WEST LINE OF LOT 67 IN CASTLEWOOD SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF GUNNISON STREET; THENCE EAST ALONG SAID CENTER LINE OF GUNNISON STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 135 FEET OF LOT 51 IN SNOW AND DICKINSON'S SUBDIVISION OF PART OF BLOCK 4 OF A SUBDIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 8; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 135 FEET OF LOT 51 IN SNOW AND DICKINSON'S SUBDIVISION TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LAWRENCE AVENUE; THENCE WEST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LAWRENCE AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF GUNNISON STREET; THENCE EAST ALONG SAID CENTERLINE OF GUNNISON STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 85 IN CASTLEWOOD SUBDIVISION OF THAT PART OF LOT 4 OF FUSSEY AND FENNIMORE SUBDIVISION LYING EAST OF THE CENTERLINE OF SHERIDAN ROAD AND NORTH OF THE SOUTH 5.2 CHAINS OF SECTION 8;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 85 IN CASTLEWOOD SUBDIVISION TO THE EAST LINE OF LOT 45 IN SAID CASTLEWOOD SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF LOT 45 IN SAID CASTLEWOOD SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CASTLEWOOD TERRACE; THENCE

WEST ALONG SAID CENTER LINE OF CASTLEWOOD TERRACE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 IN SAID CASTLEWOOD SUBDIVISION; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 42 IN SAID CASTLEWOOD SUBDIVISION AND THE EAST LINE THEREOF TO THE SOUTHEAST CORNER OF LOT 1 IN SAID CASTLEWOOD SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOT 1 IN SAID CASTLEWOOD SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF VACATED AINSLIE STREET; THENCE EAST ALONG SAID CENTERLINE OF VACATED AINSLIE STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF MCCUTCHEON TERRACE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF MCCUTCHEON TERRACE AND THE WEST LINE THEREOF AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF MARGATE TERRACE; THENCE WEST ALONG SAID CENTER LINE OF MARGATE TERRACE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WINONA STREET;THENCE EAST ALONG SAID CENTER LINE OF WINONA STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF FOSTER AVENUE; THENCE WEST ALONG SAID CENTER LINE OF FOSTER AVENUE TO THE EAST LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH ALONG SAID EAST LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY TO THE CENTER LINE OF LAWRENCE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF LAWRENCE AVENUE TO THE WEST LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY;THENCE NORTH ALONG SAID WEST LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD RIGHT OF WAY TO THE CENTER LINE OF FOSTER AVENUE;THENCE WEST ALONG SAID CENTER LINE OF FOSTER AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WINONA STREET; THENCE EAST ALONG SAID CENTER LINE OF WINONA STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 30 FEET OF LOT 6 IN BROWN'S FIRST ADDITION TO ARGYLE IN THE SOUTHWEST QUARTER OF SECTION 8; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 30 FEET OF LOT 6 IN BROWN'S FIRST ADDITION TO ARGYLE AND THE WEST LINE THEREOF TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE OF LOT 6 IN BROWN'S FIRST ADDITION TO ARGYLE TO THE WEST LINE OF THE EAST 100 FEET OF LOT 28 IN BLOCK 3 IN A. J. BROWN'S SUBDIVISION OF CHYTRAUS' ADDITION TO ARGYLE IN SECTION 8; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 100 FEET OF LOT 28 IN BLOCK 3 IN A. J. BROWN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF CARMEN AVENUE; THENCE WEST ALONG SAID CENTER LINE OF CARMEN AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 28 IN BLOCK 2 IN A. J. BROWN'S SUBDIVISION OF CHYTRAUS' ADDITION TO ARGYLE IN SECTION 8; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 28 IN BLOCK 2 IN A. J. BROWN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 20 IN BLOCK 1 IN SAID A. J. BROWN'S SUBDIVISION; THENCE SOUTH ALONG SAID

WESTERLY LINE OF LOT 20 IN BLOCK 1 OF SAID A. J. BROWN'S SUBDIVISION TO AN ANGLE POINT ON SAID WESTERLY LINE; THENCE EAST ALONG SAID WESTERLY LINE OF LOT 20 IN BLOCK 1 OF SAID A. J. BROWN'S SUBDIVISION TO AN ANGLE POINT ON SAID WESTERLY LINE; THENCE SOUTH ALONG SAID WESTERLY LINE OF LOT 20 IN BLOCK 1 OF SAID A. J. BROWN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF ARGYLE STREET AT THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY ; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 25 IN BLOCK 3 IN RUFUS C. HALL'S ADDITION TO ARGYLE IN SECTION 8; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 25 IN BLOCK 3 IN SAID RUFUS C. HALL'S ADDITION TO ARGYLE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MAGNOLIA AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF MAGNOLIA AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 3 FEET OF LOT 17 IN BLOCK 2 IN SAID RUFUS C. HALL'S ADDITION TO ARGYLE; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 3 FEET OF LOT 17 IN BLOCK 2 IN SAID RUFUS C. HALL'S ADDITION TO ARGYLE AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH BROADWAY AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF GUNNISON STREET; THENCE WEST ALONG SAID CENTER LINE OF GUNNISON STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12 IN BLOCK 1 IN HERMAN NIETHER ET AL RESUBDIVISION OF BLOCK 1 (EXCEPT LOTS 1, 2 AND 3) IN RUFUS C. HALL'S ADDITION TO ARGYLE IN SECTION 8; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 12 IN BLOCK 1 IN SAID HERMAN NIETHER ET AL RESUBDIVISION TO THE NORTH LINE OF LOT 17 IN IN BLOCK 1 IN SAID HERMAN NIETHER ET AL RESUBDIVISION; THENCE WEST ALONG SAID NORTH LINE OF LOT 17 IN IN BLOCK 1 IN SAID HERMAN NIETHER ET AL RESUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MAGNOLIA AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF MAGNOLIA AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LAWRENCE AVENUE; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF LAWRENCE AVENUE AND THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF LOT 5 IN THE SUBDIVISION OF LOTS 1 TO 5 OF BLOCK 4 IN RUFUS C. HALL'S ADDITION TO ARGYLE IN SECTION 8; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 5 IN SAID SUBDIVISION OF LOTS 1 TO 5 OF BLOCK 4 IN RUFUS C. HALL'S ADDITION TO ARGYLE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF LAWRENCE AVENUE; THENCE EAST ALONG SAID CENTER LINE OF LAWRENCE AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE AND THE SOUTHERLY EXTENSION THERE OF TO THE CENTER LINE OF LELAND AVENUE; THENCE EAST ALONG SAID CENTER LINE OF LELAND AVENUE TO THE CENTER LINE OF RACINE AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF RACINE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 242 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 242 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION TO THE EASTERLY LINE THEREOF; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINES OF LOTS 242--248 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION TO THE

SOUTH LINE OF SAID LOT 248; THENCE WEST ALONG SAID SOUTH LINE OF LOT 248 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF RACINE AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF RACINE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 22 IN SHERIDAN DRIVE SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 22 IN SAID SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 49 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 49 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MAGNOLIA AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF MAGNOLIA AVENUE TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 96 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 96 IN SAID SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE 16 FOOT ALLEY WEST OF MAGNOLIA AVENUE;THENCE NORTH ALONG SAID EAST LINE OF THE 16 FOOT ALLEY WEST OF MAGNOLIA AVENUE TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE SOUTH HALF OF LOT 122 IN SAID SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF THE SOUTH HALF OF LOT 122 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF MALDEN STREET;THENCE SOUTH ALONG SAID CENTER LINE OF MALDEN STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 168 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 168 IN SAID SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF MALDEN STREET;THENCE NORTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF MALDEN STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 194 IN SAID SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 194 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF BEACON STREET;THENCE NORTH ALONG SAID CENTER LINE OF BEACON STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 239 IN SAID SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 239 IN SAID SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET;THENCE NORTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET TO THE SOUTHERLY LINE OF LOT 236 IN SHERIDAN DRIVE SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 236 IN SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE WESTERLY 80 FEET OF LOTS 236 AND 235 IN SHERIDAN DRIVE SUBDIVISION;THENCE NORTH ALONG SAID EAST LINE OF THE OF THE WESTERLY 80 FEET OF LOTS 236 AND 235 IN SHERIDAN DRIVE SUBDIVISION TO THE NORTHERLY LINE OF THE SOUTHERLY HALF OF LOT 235 IN SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY HALF OF LOT 235 IN SHERIDAN DRIVE SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 5 IN THE RESUBDIVISION OF LOTS 263 TO 269 IN SAID SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY

ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 5 IN THE RESUBDIVISION OF LOTS 263 TO 269 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF DOVER STREET;THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF DOVER STREET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF W.C. ARP'S SUBDIVISION OF LOT 310 OF SAID SHERIDAN DRIVE SUBDIVISION;THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF W.C. ARP'S SUBDIVISION OF LOT 310 OF SAID SHERIDAN DRIVE SUBDIVISION TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY WEST OF DOVER STREET;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY WEST OF DOVER STREET TO THE SOUTH LINE OF THE NORTH 13 FEET OF LOT 312 IN SAID SHERIDAN DRIVE SUBDIVISION;THENCE NORTHEASTERLY ALONG SAID SOUTH LINE OF THE NORTH 13 FEET OF LOT 312 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF DOVER STREET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF DOVER STREET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 261 IN SHERIDAN DRIVE SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17; THENCE NORTHEASTERLY ALONG SAID WESTERLY EXTENSION AND THE SOUTHERLY LINE OF LOT 261 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY WEST OF BEACON STREET TO THE SOUTHERLY LINE OF THE NORTHERLY 40 FEET OF LOT 243 IN SHERIDAN DRIVE SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 40 FEET OF LOT 243 IN SHERIDAN DRIVE SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF BEACON STREET; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF BEACON STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 6 FEET OF LOT 191 IN SHERIDAN DRIVE SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 6 FEET OF LOT 191 IN SHERIDAN DRIVE SUBDIVISION TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF BEACON STREET; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF BEACON STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 169 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 169 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF MALDEN STREET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF MALDEN STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 119 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 119 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 99 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF LOT 99 IN SAID SHERIDAN DRIVE SUBDIVISION TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE OF LOT 99 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 46 IN SAID SHERIDAN DRIVE SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF LOT 46 IN SAID SHERIDAN DRIVE SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RACINE AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF SUNNYSIDE AVENUE; THENCE EAST ALONG SAID CENTERLINE OF SUNNYSIDE AVENUE TO THE CENTER LINE OF RACINE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF RACINE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOTS 321 AND 300 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOTS 321 AND 300 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EASTERLY LINE OF CLIFTON AVENUE;THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF CLIFTON AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF MONTROSE AVENUE; THENCE EAST ALONG SAID CENTERLINE OF MONTROSE AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 125 FEET OF LOT 1 IN BLOCK 3 IN BUENA PARK SUBDIVISION OF PART OF INGLEHART'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF THE EAST 125 FEET OF LOT 1 IN BLOCK 3 IN BUENA PARK SUBDIVISION TO THE SOUTH LINE THEREOF;THENCE EAST ALONG SAID SOUTH LINE OF LOT 1 IN BLOCK 3 IN BUENA PARK SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 45 IN BLOCK 2 IN BUENA PARK SUBDIVISION;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 45 IN BLOCK 2 IN BUENA PARK SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD;THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 27 IN BLOCK 2 IN BUENA PARK SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 27 IN BLOCK 2 IN BUENA PARK SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 20 IN BLOCK 3 IN BUENA PARK SUBDIVISION, BEING ON WEST LINE OF KENMORE AVENUE;THENCE WEST ALONG THE NORTH LINE OF LOT 20 IN BLOCK 3 IN BUENA PARK SUBDIVISION TO THE WEST LINE OF THE EAST 125 FEET THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 125 FEET OF LOTS 20, 21 AND 22 IN BLOCK 3 IN BUENA PARK SUBDIVISION TO THE SOUTH LINE OF SAID LOT 22;THENCE EAST ALONG SAID SOUTH LINE OF LOT 22 IN BLOCK 3 IN BUENA PARK SUBDIVISION TO THE NORTHEAST CORNER OF LOT A IN BLOCK 3 IN BUENA PARK SUBDIVISION;THENCE SOUTHWESTERLY, SOUTH AND SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT A AND LOT B IN BUENA PARK SUBDIVISION TO THE NORTH LINE OF LOT 1 IN BLOCK 5 IN BUENA PARK SUBDIVISION;THENCE WEST ALONG SAID NORTH LINE OF LOT 1 IN BLOCK 5 IN BUENA PARK SUBDIVISION TO THE WEST LINE OF THE EAST 95 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN BUENA PARK SUBDIVISION;THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 95 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN BUENA PARK SUBDIVISION TO THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 3 IN BLOCK 5 IN BUENA PARK SUBDIVISION;THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 25 FEET OF LOT 3 IN BLOCK 5 IN BUENA PARK SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE;THENCE NORTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BUENA AVENUE;THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF BUENA AVENUE TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN COLLINS & MORRIS SUBDIVISION OF LOTS 22 & 23 IN THE SUBDIVISION OF THE WEST 205 FEET OF LOTS 18 TO 21 OF BLOCK 6 OF

INGLEHART'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN COLLINS & MORRIS SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE;THENCE SOUTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 IN H.J. PEET'S SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF THE WEST 205 FEET OF LOTS 18 TO 21 OF BLOCK 6 OF INGLEHART'S SUBDIVISION;THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 9 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 125.7 FEET OF LOT 8 IN H.J. PEET'S SUBDIVISION;THENCE NORTH ALONG SAID WEST LINE OF THE EAST 125.7 FEET OF LOT 8 IN H.J. PEET'S SUBDIVISION TO THE NORTH LINE THEREOF;THENCE EAST ALONG SAID NORTH LINE OF LOT 8 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 110.7 FEET OF LOTS 2 TO 7 IN H.J. PEET'S SUBDIVISION;THENCE NORTH ALONG SAID WEST LINE OF THE EAST 110.7 FEET OF LOTS 2 TO 7 IN H.J. PEET'S SUBDIVISION TO THE SOUTH LINE OF LOT 4 IN H.J. PEET'S SUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE OF LOT 4 IN H.J. PEET'S SUBDIVISION TO THE EAST LINE THEREOF;THENCE NORTH ALONG SAID EAST LINE OF LOT 4 IN H.J. PEET'S SUBDIVISION TO THE NORTH LINE THEREOF;THENCE WEST ALONG SAID NORTH LINE OF LOT 4 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 110.7 FEET OF LOTS 2 TO 7 IN H.J. PEET'S SUBDIVISION;THENCE NORTH ALONG SAID WEST LINE OF THE EAST 110.7 FEET OF LOTS 2 TO 7 IN H.J. PEET'S SUBDIVISION TO THE SOUTH LINE OF LOT 1 IN H.J. PEET'S SUBDIVISION;THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 125.65 FEET OF SAID LOT 1;THENCE NORTH ALONG SAID WEST LINE OF THE EAST 125.65 FEET OF LOT 1 IN H.J. PEET'S SUBDIVISION TO THE NORTH LINE THEREOF;THENCE WEST ALONG SAID NORTH LINE OF LOT 1 IN H.J. PEET'S SUBDIVISION TO THE EAST LINE OF VACATED SEMINARY AVENUE;THENCE SOUTH ALONG SAID EAST LINE OF VACATED SEMINARY AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 7 IN H.J. PEET'S SUBDIVISION;THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 7 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 125.7 FEET OF LOT 8 IN H.J. PEET'S SUBDIVISION;THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 125.7 FEET OF LOT 8 IN H.J. PEET'S SUBDIVISION TO THE NORTH LINE OF LOT 9 IN H.J. PEET'S SUBDIVISION;THENCE EAST ALONG SAID NORTH LINE OF LOT 9 IN H.J. PEET'S SUBDIVISION TO THE WEST LINE OF THE EAST 110.7 FEET OF LOTS 9 & 10 IN H.J. PEET'S SUBDIVISION;THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 110.7 FEET OF LOTS 9 & 10 IN H.J. PEET'S SUBDIVISION TO THE NORTH LINE OF IRVING PARK ROAD; THENCE WEST ALONG SAID NORTH LINE OF IRVING PARK ROAD TO THE EAST LINE OF VACATED SEMINARY AVENUE;THENCE NORTH ALONG SAID EAST LINE OF VACATED SEMINARY AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF MONTROSE AVENUE;THENCE WEST ALONG SAID CENTER LINE OF MONTROSE AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF VACATED SEMINARY AVENUE;THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF VACATED SEMINARY AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF IRVING PARK ROAD;THENCE EAST ALONG SAID CENTERLINE OF IRVING PARK ROAD TO THE POINT OF BEGINNING AT THE EASTERLY LINE OF NORTH BROADWAY; EXCEPT ALL THAT PART OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD LYING WITHIN VACATED SEMINARY AVENUE LYING NORTH OF THE CENTER LINE OF IRVING PARK ROAD AND LYING SOUTH OF THE CENTER LINE OF MONTROSE AVENUE;ALSO EXCEPT THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF WINTHROP AVENUE WITH THE CENTER LINE OF KENMORE AVENUE IN THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, AND RUNNING; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WINTHROP AVENUE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 7 IN THE SUBDIVISION OF LOTS 172 TO 180, INCLUSIVE, OF WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF LOT 7 IN SAID SUBDIVISION OF LOTS 172 TO 180, INCLUSIVE, TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF WINTHROP AVENUE; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF WINTHROP AVENUE TO THE NORTHERLY LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 172 TO 180, INCLUSIVE, OF WILLIAM DEERING'S SURRENDEN SUBDIVISION;THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 172 TO 180, INCLUSIVE, OF WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF WINTHROP AVENUE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 146 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE NORTHEASTERLY ALONG SAID WESTERLY EXTENSION AND THE SOUTHERLY LINE OF LOT 146 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE NORTHEASTERLY EXTENSION THEREOF TO THE WESTERLY LINE OF LOT 113 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 113 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE OF LOT 113 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 112 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 112 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF KENMORE AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF KENMORE AVENUE TO THE NORTH LINE OF LOT 148 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE WEST ALONG SAID NORTH LINE OF LOT 148 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF WINTHROP AVENUE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14 IN THE SUBDIVISION OF LOTS 160 TO 169, INCLUSIVE, OF WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 14 IN SAID SUBDIVISION OF LOTS 160 TO 169, INCLUSIVE, TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WINTHROP AVENUE; THENCE NORTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WINTHROP AVENUE TO THE SOUTH LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 160 TO 169, INCLUSIVE, OF WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID SOUTH LINE OF LOT 1 IN SAID SUBDIVISION OF LOTS 160 TO 169, INCLUSIVE, AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE SOUTH

ALONG SAID CENTER LINE OF WINTHROP AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF LOTS 150 TO 157 OF WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 6 IN SAID SUBDIVISION TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF KENMORE AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 102 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 102 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 18 IN SNOW AND DICKINSON'S SUBDIVISION OF PART OF BLOCK 4 OF A SUBDIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 8; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 18 IN SAID SNOW AND DICKINSON'S SUBDIVISION TO THE WEST LINE THEREOF; THENCE SOUTH ALONG SAID WEST LINE OF LOT 18 IN SAID SNOW AND DICKINSON'S SUBDIVISION TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 13 IN SAID SNOW AND DICKINSON'S SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 13 IN SAID SNOW AND DICKINSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF WINTHROP AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID SNOW AND DICKINSON'S SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 8 IN SAID SNOW AND DICKINSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WINTHROP AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WINTHROP AVENUE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 15 FOOT WIDE ALLEY SOUTH OF ARGYLE STREET; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 15 FOOT WIDE ALLEY SOUTH OF ARGYLE STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF WINTHROP AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 2 IN CONARROE'S RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 8; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 3 IN BLOCK 2 IN SAID CONARROE'S RESUBDIVISION TO THE WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF KENMORE AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 25 IN BLOCK 2 IN SAID CONARROE'S RESUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 25 IN BLOCK 2 IN SAID CONARROE'S RESUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT "A" IN THE CONSOLIDATION OF LOTS 14 AND 15 OF BLOCK 7 IN ARGYLE SUBDIVISION IN SECTION 8; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT "A" IN SAID CONSOLIDATION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF KENMORE AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 15 FOOT WIDE ALLEY WEST OF KENMORE AVENUE TO THE NORTH LINE OF LOT 2 IN BLOCK 7 IN ARGYLE'S SUBDIVISION IN SECTION 8; THENCE WEST ALONG SAID NORTH LINE OF LOT 2 IN BLOCK 7 IN SAID ARGYLE'S SUBDIVISION AND THE WESTERLY

EXTENSION THEREOF TO THE CENTER LINE OF WINTHROP AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF WINTHROP AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF FOSTER AVENUE; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE 10 FOOT WIDE ALLEY SOUTH OF FOSTER AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF WINTHROP AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 15 FOOT WIDE ALLEY EAST OF WINTHROP AVENUE TO THE SOUTH LINE OF LOT 13 IN BLOCK 2 IN ARGYLE'S SUBDIVISION IN SECTION 8; THENCE EAST ALONG SAID SOUTH LINE OF LOT 13 IN BLOCK 2 IN SAID ARGYLE'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN ARGYLE'S SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FENNIMORE'S SUBDIVISION AND LOTS 1 AND 2 OF COLEHOUR AND CONARROE'S SUBDIVISION OF LOT 3, ETCETERA IN SECTION 8; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 1 IN SAID ARGYLE'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG THE EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 11 IN BLOCK 6 IN ARGYLE SUBDIVISION IN SECTION 8; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH HALF OF LOT 11 IN BLOCK 6 IN ARGYLE SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 3 IN BLOCK 3 IN CONARROE'S RESUBDIVISION OF A PART OF ARGYLE SUBDIVISION IN SECTION 8; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 3 IN BLOCK 3 IN CONARROE'S RESUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID EAST LINE OF THE 15 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE NORTH LINE OF VACATED AINSLIE STREET; THENCE EAST ALONG SAID NORTH LINE OF VACATED AINSLIE STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID CENTERLINE OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF VACATED AINSLIE STREET; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF VACATED AINSLIE STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 25 IN SNOW AND DICKINSON'S SUBDIVISION OF PART OF BLOCK 4 OF A SUBDIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 8; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 25 IN SNOW AND DICKINSON'S SUBDIVISION TO THE CENTERLINE OF KENMORE AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 99 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 99 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 89 IN

SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 89 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE SOUTH ALONG SAID CENTER LINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 85 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 85 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF SHERIDAN ROAD TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 80 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 80 IN SAID WILLIAM DEERING'S SURRENDEN SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF KENMORE AVENUE; THENCE SOUTH ALONG SAID CENTERLINE OF KENMORE AVENUE TO THE POINT OF BEGINNING AT THE CENTER LINE OF WINTHROP AVENUE; ALSO EXCEPT THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GORDON TERRACE AND THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 3 IN THE RESUBDIVISION OF LOTS 10 TO 13 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION IN SECTION 17;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF LOT 3 IN SAID RESUBDIVISION OF LOTS 10 TO 13 TO THE NORTH LINE OF SAID LOT 3;THENCE EAST ALONG SAID NORTH LINE OF SAID LOT 3 AND THE NORTH LINE OF LOTS 4, 5 & 6 IN SAID RESUBDIVISION OF LOTS 10 TO 13 TO THE WESTERLY LINE OF LOT 7 IN SAID RESUBDIVISION OF LOTS 10 TO 13; THENCE SOUTH ALONG SAID WESTERLY LINE OF LOT 7 IN SAID RESUBDIVISION OF LOTS 10 TO 13 TO AN ANGLE POINT ON SAID WESTERLY LINE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 7 IN SAID RESUBDIVISION OF LOTS 10 TO 13, AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF GORDON TERRACE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF GORDON TERRACE TO THE NORTHWESTERLY EXTENSION OF THE WESTERLY LINE OF LOT 15 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION IN SECTION 17; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION OF THE WESTERLY LINE OF LOT 15 IN SAID SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION AND THE WESTERLY LINE THEREOF TO THE NORTHWESTERLY CORNER OF LOT 33 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION IN SECTION 17; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF LOT 33 IN SAID SUBDIVISION OF LOT 24, AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTER LINE OF BELLE PLAINE AVENUE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF BELLE PLAINE AVENUE TO THE NORTHWESTERLY EXTENSION OF THE WESTERLY LINE OF THE EASTERLY 41 FEET OF LOT 36 IN SAID SUBDIVISION OF LOT 24; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE WESTERLY LINE OF THE EASTERLY 41 FEET OF LOT 36 IN SAID SUBDIVISION OF LOT 24 TO THE SOUTHEASTERLY LINE OF SAID SUBDIVISION OF LOT 24; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID SUBDIVISION OF LOT 24 TO THE SOUTH LINE THEREOF; THENCE WEST ALONG SAID SOUTH LINE OF SAID SUBDIVISION OF LOT 24 TO THE EAST LINE OF THE WEST 20 FEET OF LOT 45 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF

THE WEST 20 FEET OF LOT 45 IN SAID SUBDIVISION OF LOT 24 AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF BELLE PLAINE AVENUE;THENCE EASTERLY ALONG SAID CENTER LINE OF BELLE PLAINE AVENUE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 25 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION;THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 25 IN SAID SUBDIVISION OF LOT 24 TO THE EAST LINE OF LOTS 22 & 23 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION;THENCE NORTH ALONG SAID EAST LINE OF LOTS 22 & 23 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF GORDON TERRACE;THENCE EAST ALONG SAID CENTERLINE OF GORDON TERRACE TO THE POINT OF BEGINNING AT THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 3 IN THE RESUBDIVISION OF LOTS 10 TO 13 IN THE SUBDIVISION OF BLOCK 8 OF BUENA PARK SUBDIVISION IN SECTION 17;ALSO EXCEPT THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CUYLER AVENUE WITH THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD;THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF THE 16 WIDE ALLEY NORTH OF CUYLER AVENUE;THENCE EAST ALONG SAID NORTHERLY LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CUYLER AVENUE TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CUYLER AVENUE TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF NORTH BROADWAY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF NORTH BROADWAY AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE CENTER LINE OF CUYLER AVENUE; THENCE EAST ALONG SAID CENTER LINE OF CUYLER AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN BERTHA COCKBURN'S SUBDIVISION OF LOT 1 BLOCK 2 OF J.M. JONES' SUBDIVISION OF LOTS 24 TO 28 IN HUNDLEY'S SUBDIVISION IN SECTION 17; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 1 IN BERTHA COCKBURN'S SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD; THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SHERIDAN ROAD TO THE POINT OF BEGINNING AT THE NORTH LINE OF CUYLER AVENUE;AND ALSO EXCEPT ALL THAT PORTION OF VACATED AINSLIE STREET BOUNDED BY THE EAST LINE OF NORTH BROADWAY AND THE WEST LINE OF WINTHROP AVENUE;ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

Permanent Index Number List

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1408419003
1408419004
1408419022
1408419023
1408419024
1408419025
1408419026
1408419028
1408419029
1408419030
1408419031
1408419039
1408419040
1408419077
1416100001
1416100004
1416100005
1416101001
1416102001
1416102004
1416102005
1416102008
1416300003
1416300004
1416300005
1416300006
1416300007
1416300008
1416300032
1416305017
1417105015
1417105016
1417105018
1417105019
1417105025
1417105026
1417105027
1417107035
1417107041
1417108017
1417108028
1417109023

1417109026
1417110024
1417110027
1417111011
1417111021
1417114015
1417115001
1417115002
1417115003
1417115027
1417115028
1417115030
1417115036
1417116001
1417116014
1417117001
1417117008
1417117009
1417118023
1417118031
1417118032
1417200001
1417200002
1417201001
1417201002
1417201003
1417201004
1417201017
1417201019
1417201020
1417202001
1417202009
1417202010
1417202011
1417202029
1417203001
1417203013
1417203014
1417203015
1417203016
1417203017
1417203024

1417203027
1417204004
1417204005
1417205001
1417205002
1417205003
1417205004
1417205007
1417205008
1417205009
1417205011
1417205014
1417205018
1417205019
1417205021
1417205023
1417205024
1417205039
1417205040
1417205041
1417205043
1417205048
1417205051
1417205052
1417205053
1417205054
1417205056
1417205057
1417205058
1417205061
1417206002
1417206024
1417206052
1417206053
1417206068
1417206075
1417206076
1417207003
1417207009
1417207010
1417207011
1417207012

1417207013
1417207014
1417207015
1417207017
1417207018
1417207023
1417207024
1417208001
1417208002
1417208003
1417208004
1417208005
1417209001
1417209002
1417209003
1417209004
1417209005
1417209006
1417209007
1417209008
1417209009
1417209010
1417209011
1417209012
1417209013
1417209014
1417209015
1417209016
1417209024
1417209025
1417209026
1417209027
1417209028
1417209029
1417209030
1417209033
1417209034
1417209035
1417209039
1417209040
1417209041
1417209042

1417210001
1417210021
1417211010
1417211011
1417211012
1417211013
1417211014
1417211015
1417211019
1417211020
1417211021
1417212028
1417212029
1417213025
1417213026
1417214001
1417214009
1417214011
1417214012
1417214013
1417214014
1417214015
1417214017
1417214020
1417214021
1417215011
1417215015
1417215016
1417215018
1417215019
1417215020
1417215024
1417215025
1417215029
1417216027
1417217012
1417217013
1417217014
1417217024
1417217028
1417217029
1417217030

[illegible]

1417409035
1417409036
1417409037
1417409038
1417412001
1417412002
1417412004
1417412005
1417412006
1417412011
1417412012
1417412013
1417412014
1417413015
1417413017
1417413023
1417414001
1417414010
1417414011
1417414026
1417415013
1417415015
1417415016
1417415017
1417415018
1417415019
1417415020
1417415032
1417415033
1417415034
1417415035
1417415039
1417415040
1417415041
1417415042
1417415043
1417415046
1417416009
1417416010
1417416012
1417416016
1417416023
1417416024
1417417001
1417417002
1417417004
1417417018
1417417019
1417417020
1417417021
1417417022
1417417023
1417417024
1417417025
1417417026
1417417027
1417417028
1417417029
1417417030
1417417031
1417417034
1417418001
1417418004
1417418005
1417418006
1417418007
1417418008
1417418021
1417419001
1417500004
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PUBLIC HEARING ON RECONSTITUTION OF SPECIAL SERVICE AREA NO. 38.

[O2014-6867]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 38, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 (the "Original Area") known and designated as City of Chicago Special Service Area Number 38, and authorized the levy of an annual tax for the period beginning in tax year 2005 through and including tax year 2014 (the "Initial Period"), not to exceed an annual rate of one hundred sixty-four thousandths of one percent (0.164%) of the equalized assessed value of the taxable property therein (the "Original Services Tax") 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 Original Area includes Western Avenue, from Montrose Avenue to Belmont Avenue; Lincoln Avenue, from Addison Street to Montrose Avenue; and Irving Park Road, from Ravenswood Avenue to Campbell Avenue; and

WHEREAS, The Original Special Services, as authorized in the Establishment Ordinance, include but are not limited to, maintenance and beautification 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 now desires to (i) enlarge the boundaries of the Original Area (as enlarged, the "Area"), (ii) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), (iii) authorize an increase in the maximum annual rate of the levy to provide the Special Services to an amount not to exceed 0.333 percent of the equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iv) to authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Period to a period from tax year 2014 through and including tax year 2028 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 38, (ii) the authorization of the Special Services distinct from the Original Special Services, (iii) the authorization of the increased amount of the Services Tax, and (iv) the authorization of the extended Levy Period;

(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 enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 38, (ii) the authorization of the Special Services distinct from the Original Special Services, (iii) the authorization of the increased amount of the Services Tax, and (iv) the authorization of the extended Levy Period. 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 0.333 percent 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 2014 through and including tax year 2028. The proposed amount of the tax levy for the Special Services in tax year 2014 is $243,705. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development. 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 Montrose Avenue on the north to Cornelia (west) and Addison (east) Avenues on the south; Western Avenue on the west and Lincoln Avenue on the east; with Irving Park in the middle between Western and Lincoln Avenues.

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. 38.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of __________, 2014 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 38 and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include (i) enlarging the boundaries of the original special service area while keeping the designation as City of Chicago Special Service Area Number 38 (as enlarged, the "Area"), (ii) authorizing certain special services in the Area distinct from the original special services authorized to be provided (the "Special Services"), (iii) authorizing an increase in the maximum annual rate of the levy to provide the Special Services to an amount not to exceed 0.333 percent of the equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iv) authorizing the extension of the time period for which the levy of the Services Tax is authorized within the Area through and including tax year 2028.

The Services Tax under consideration shall be authorized to be levied annually in tax years 2014 through and including 2028 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development.

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 0.333 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2014 is $243,705. 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 Montrose Avenue on the north to Cornelia (west) and Addison (east) Avenues on the south; Western Avenue on the west and Lincoln Avenue on the east; with Irving Park in the middle between Western and Lincoln Avenues.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 38, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, (iii) the authorization of the increase in the maximum annual rate of the levy of the Services Tax to provide the Special Services to an amount not to exceed 0.333 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, 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 51 percent of the electors residing within the boundaries of the Area and by at least 51 percent of the landowners included within the boundaries of the Area objecting to (i) the enlargement of the boundaries of the original special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 38, (ii) the authorization of the Special Services in the Area distinct from the original special services provided therein, (iii) the authorization of the increase in the maximum annual rate of the levy of the Services Tax to provide the Special Services to an amount not to exceed 0.333 percent of the equalized assessed value of the taxable property within the Area, and/or (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the initial period to the period from tax year 2014 through and including tax year 2028, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of _______________, 2014.

____
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.

Special Service Area No. 38 -- Northcenter.

Legal Description And Permanent Index Numbers.

Legal Description:

ALL THAT PART OF SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 13 EAST AND SECTIONS 18 AND 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WESTERN AVENUE WITH THE NORTH LINE OF CORNELIA AVENUE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19, AND RUNNING; THENCE EAST ALONG SAID NORTH LINE OF CORNELIA AVENUE TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF ADDISON STREET; THENCE EAST ALONG SAID NORTH LINE OF ADDISON STREET TO THE EAST LINE OF THE WEST 7 FEET OF LOT 5 IN SHELDON ESTATE SUBDIVISION OF BLOCK 23 IN EXECUTORS OF W.E. JONES SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 5 TO THE NORTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE SAID LOT 5 TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF WAVELAND AVENUE; THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF GRACE STREET; THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF BYRON STREET; THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 43 IN THE SUBDIVISION OF BLOCK 9 OF EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19; THENCE EAST ALONG SAID EXTENSION AND SAID NORTH LINE OF THE SOUTH 16 FEET OF LOT 43 IN SAID SUBDIVISION OF BLOCK 9 TO THE WEST LINE OF CLAREMONT AVENUE; THENCE NORTH ALONG SAID WEST LINE OF CLAREMONT AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN THE SUBDIVISION OF BLOCK 9 (EXCEPT THE STREET) OF EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19; THENCE EAST ALONG THE SOUTH LINE OF LOTS 8 THROUGH 1 IN SAID SUBDIVISION OF BLOCK 9 TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 IN SAID SUBDIVISION OF BLOCK 9 TO THE SOUTH LINE OF IRVING PARK ROAD; THENCE EAST ALONG SAID SOUTH LINE

OF IRVING PARK ROAD TO THE EAST LINE OF OAKLEY AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF OAKLEY AVENUE TO THE SOUTH LINE OF LOT 15 IN THE SUBDIVISION OF BLOCK 8 (EXCEPT THE WEST 124 FEET OF THE EAST 157 OF THE NORTH 375 FEET) IN EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19; THENCE EAST ALONG THE SOUTH LINE OF LOTS 15 THROUGH 6 IN SAID SUBDIVISION OF BLOCK 8 TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN SAID SUBDIVISION OF BLOCK 8 TO THE EAST LINE OF BELL AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF BELL AVENUE TO THE SOUTH LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTH OF IRVING PARK ROAD; THENCE EAST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE VACATED ALLEY SOUTH OF IRVING PARK ROAD AND THE EASTERLY EXTENSION THEREOF A LINE 124 FEET WEST OF THE WEST LINE OF LEAVITT STREET; THENCE SOUTH ALONG SAID LINE 124 FEET WEST OF THE WEST LINE OF LEAVITT STREET TO A LINE 375 FEET SOUTH OF THE SOUTH LINE OF IRVING PARK ROAD; THENCE EAST ALONG SAID LINE 375 FEET SOUTH OF THE SOUTH LINE OF IRVING PARK ROAD TO THE WEST LINE OF LEAVITT STREET; THENCE NORTH ALONG SAID WEST LINE OF LEAVITT STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD; THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 10 IN THE SUBDIVISION OF BLOCK 7 IN EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19; THENCE EAST ALONG THE SOUTH LINE OF LOTS 10 THROUGH 1 IN SAID SUBDIVISION OF BLOCK 7 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION OF BLOCK 7 TO THE SOUTHWEST CORNER OF LOT 55 IN THE SUBDIVISION OF BLOCK 6 IN EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19; THENCE EAST ALONG THE SOUTH LINE OF LOTS 55 THROUGH 46 IN SAID SUBDIVISION OF BLOCK 6 TO THE SOUTHEAST CORNER OF SAID LOT 46; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 46 IN SAID SUBDIVISION OF BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 45 IN SAID SUBDIVISION OF BLOCK 6; THENCE EAST ALONG THE SOUTH LINE OF LOTS 45 THROUGH 41 AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 41 TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE; THENCE SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF DAMEN AVENUE TO THE SOUTH LINE OF LOT 18 IN SAID SUBDIVISION OF BLOCK 6; THENCE EAST ALONG SAID SOUTH LINE OF LOT 18 IN SAID SUBDIVISION OF BLOCK 6 AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF DAMEN AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF DAMEN AVENUE TO THE NORTH LINE OF BYRON STREET; THENCE EAST ALONG SAID NORTH LINE OF BYRON STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE AND THE EAST LINE THEREOF TO THE SOUTH LINE OF LOT 26 IN BLOCK 14 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 3, 4, 5 AND LOTS 1, 2, 3 OF BLOCK 16 OF THE SUBDIVISION OF SECTION 19; THENCE EAST ALONG SAID SOUTH LINE

OF LOT 26 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE EAST LINE THEREOF; THENCE NORTH ALONG SAID EAST LINE OF LOT 26 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE SOUTHERLY LINE OF LOT 2 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 2 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE EASTERLY LINE OF THE 14 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 14 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTHERLY LINE OF LOT 12 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 12 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE EAST LINE THEREOF; THENCE SOUTH ALONG SAID EAST LINE OF LOT 12 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE NORTH LINE OF BERENICE AVENUE; THENCE EAST ALONG SAID NORTH LINE OF BERENICE AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 65 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 65 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTHERLY LINE OF LOT 38 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 38 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE EAST LINE THEREOF; THENCE SOUTH ALONG SAID EAST LINE OF LOT 38 IN BLOCK 14 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE NORTH LINE OF GRACE STREET; THENCE EAST ALONG SAID NORTH LINE OF GRACE STREET TO THE WESTERLY LINE OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LINCOLN AVENUE TO THE EAST LINE OF WOLCOTT AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF WOLCOTT AVENUE TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE; THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTHERLY LINE OF LOT 17 IN BLOCK 1 IN JOHN TURNER'S HEIRS SUBDIVISION OF BLOCKS 1 THROUGH 4 OF JOHN TURNER'S SUBDIVISION IN SECTION 19; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 17 IN BLOCK 1 IN SAID JOHN TURNER'S HEIRS SUBDIVISION OF BLOCKS 1 THROUGH 4 TO THE EAST LINE THEREOF; THENCE SOUTH ALONG SAID EAST LINE OF LOT 17 IN BLOCK 1 IN SAID JOHN TURNER'S HEIRS SUBDIVISION TO THE NORTH LINE OF WAVELAND AVENUE; THENCE EAST ALONG SAID NORTH LINE OF WAVELAND AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WOLCOTT AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WOLCOTT AVENUE AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY

SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE SOUTHERLY LINE OF PATTERSON AVENUE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE SOUTHERLY LINE OF LOT 9 IN BLOCK 3 IN SAID JOHN TURNER'S HEIRS SUBDIVISION OF BLOCKS 1 THROUGH 4; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 9 IN BLOCK 3 IN SAID JOHN TURNER'S HEIRS SUBDIVISION OF BLOCKS 1 THROUGH 4 TO A POINT ON SAID SOUTHERLY LINE 44.3 FEET SOUTHWESTERLY OF, AS MEASURED ALONG SAID SOUTHERLY LINE, THE SOUTHWEST LINE OF LINCOLN AVENUE; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 10 IN SAID SUBDIVISION; THENCE SOUTHWESTERLY 14 FEET ALONG THE SOUTHWEST EXTENSION OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH 22.35 FEET TO A LINE 49.54 FEET NORTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF ADDISON STREET; THENCE EAST 7.33 FEET ALONG SAID LINE 49.54 FEET NORTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF ADDISON STREET TO THE EAST LINE OF THE WEST 0.87 FEET OF SAID LOT 10; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 0.87 FEET OF SAID LOT 10 TO THE NORTH LINE OF ADDISON STREET; THENCE EAST ALONG SAID NORTH LINE OF ADDISON STREET TO THE WEST LINE OF RAVENSWOOD AVENUE; THENCE NORTH ALONG SAID WEST LINE OF RAVENSWOOD AVENUE TO THE WESTERLY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LINCOLN AVENUE TO_A LINE 355.64 FEET SOUTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF GRACE STREET; THENCE EAST ALONG SAID LINE 355.64 FEET SOUTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF GRACE STREET TO A LINE 60 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE C.T.A. RIGHT OF WAY; THENCE NORTH ALONG SAID LINE 60 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE C.T.A. RIGHT OF WAY TO A LINE 312.64 FEET SOUTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF GRACE STREET; THENCE EAST ALONG SAID LINE 312.64 FEET SOUTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF GRACE STREET TO THE WEST LINE OF THE C.T.A. RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF GRACE STREET; THENCE WEST ALONG SAID NORTH LINE OF GRACE STREET TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RAVENSWOOD AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RAVENSWOOD AVENUE TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO AN ANGLE POINT ON THE EASTERLY LINE OF LOT 25 IN BLOCK 16 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 3, 4, 5 AND LOTS 1, 2, 3 OF BLOCK 16 OF THE SUBDIVISION OF SECTION 19; THENCE NORTH ALONG SAID EASTERLY LINE OF LOT 25 IN BLOCK 16 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE NORTHERLY LINE THEREOF; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 25 IN BLOCK 16 IN SAID CHARLES J. FORD'S

SUBDIVISION TO THE EAST LINE OF LOT 21 IN BLOCK 16 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF LOT 21 IN BLOCK 16 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE SOUTH LINE OF BERENICE AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF BERENICE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RAVENSWOOD AVENUE; JHENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF RAVENSWOOD AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE EAST LINE OF LOT 27 IN BLOCK 15 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF LOT 27 IN BLOCK 15 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE SOUTH LINE OF BYRON AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF BYRON AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WOLCOTT AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WOLCOTT AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTHERLY LINE OF LOT 49 IN BLOCK 4 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 49 IN BLOCK 4 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE WEST LINE THEREOF; THENCE NORTH ALONG SAID WEST LINE OF LOT 49 IN BLOCK 4 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE SOUTH LINE OF LARCHMONT STREET; THENCE WEST ALONG SAID SOUTH LINE OF LARCHMONT STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WOLCOTT AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WOLCOTT AVENUE TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD AND THE NORTH LINE THEREOF TO THE WEST LINE OF WOLCOTT AVENUE; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE

NORTH LINE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD TO THE SOUTHWEST CORNER OF LOT 21 IN BLOCK 3 IN SAID CHARLES J. FORD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF LOTS 21 THROUGH 8 IN BLOCK 3 IN SAID CHARLES J. FORD'S SUBDIVISION TO THE WEST LINE OF THE C.T.A. RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE OF THE C.T.A. RIGHT OF WAY TO THE SOUTH LINE OF IRVING PARK ROAD; THENCE WEST ALONG SAID SOUTH LINE OF IRVING PARK ROAD TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 7 FEET OF LOT 34 IN BLOCK 4 OF CUYLER'S ADDITION TO RAVENSWOOD SUBDIVISION; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 7 FEET OF LOT 34 AND SAID WEST LINE TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD; THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF WOLCOTT AVENUE; THENCE WEST ALONG THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF DAMEN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF CUYLER AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF CUYLER AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF DAMEN AVENUE; THENCE NORTH ALONG SAID WEST LINE OF DAMEN AVENUE TO THE NORTH LINE OF LOT 159 OF RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 OF W.B. OGDEN'S SUBDIVISION; THENCE WEST ALONG SAID NORTH LINE OF LOT 159 AND ITS WEST EXTENSION TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF WARNER AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF WARNER AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF BERTEAU AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF BERTEAU AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE AND

THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF HUTCHINSON STREET; THENCE WEST ALONG SAID SOUTH LINE OF HUTCHINSON STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LINCOLN AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF CULLOM AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF CULLOM AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF HOYNE AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF HOYNE AVENUE AND THE WEST LINE THEREOF TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF PENSACOLA AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF PENSACOLA AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 64 IN ELIZABETH NASHLUND'S ADDITION TO CHICAGO IN SECTION 18; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 64 IN SAID ELIZABETH NASHLUND'S ADDITION TO CHICAGO AND THE WEST LINE THEREOF TO THE NORTHERLY LINE THEREOF; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 64 IN SAID ELIZABETH NASHLUND'S ADDITION TO CHICAGO TO THE WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF LINCOLN AVENUE TO THE SOUTH LINE OF MONTROSE AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF MONTROSE AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LEAVITT STREET; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LEAVITT STREET AND THE EAST LINE THEREOF TO THE NORTH LINE OF LOT 8 IN GRANT PARK ADDITION IN SECTION 18; THENCE EAST ALONG SAID NORTH LINE OF LOT 8 IN SAID GRANT PARK ADDITION 57.96 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE NORTHEAST CORNER OF LOT 9 IN SAID GRANT PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 9 IN SAID GRANT PARK ADDITION TO THE SOUTH LINE THEREOF; THENCE SOUTH ALONG THE EAST LINE OF LOT 12 IN SAID GRANT PARK ADDITION TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CULLOM AVENUE; THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF CULLOM AVENUE TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY

EAST OF LEAVITT STREET TO THE NORTH LINE OF CULLOM AVENUE; THENCE EAST ALONG SAID NORTH LINE OF CULLOM AVENUE TO THE NORTH EXTENSION OF THE EAST LINE OF THE WEST 29 FEET OF LOT 132 IN RUDOLPH AND BROWN'S SUBDIVISION OF LOT 2 OF BLOCK 1 OF W.B. OGDEN'S SUBDIVISION IN SECTION 18; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 29 FEET OF LOT 132 TO A LINE 19.11 FEET NORTHWESTERLY OF, AS MEASURED PERPENDICULARLY TO THE SOUTHEAST LINE OF SAID LOT 132; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF LOT 133 IN RUDOLPH AND BROWN'S SUBDIVISION OF LOT 2 OF BLOCK 1 OF W.B. OGDEN'S SUBDIVISION IN SECTION 18, SAID POINT BEING 47.42 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 133; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 133 IN SAID RUDOLPH AND BROWN'S SUBDIVISION TO THE EAST LINE OF LOT 131 IN SAID RUDOLPH AND BROWN'S SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE OF LOT 131 IN SAID RUDOLPH AND BROWN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTHERLY LINE OF LOT 142 IN SAID RUDOLPH AND BROWN'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF LOT 142 IN SAID RUDOLPH AND BROWN'S SUBDIVISION TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET TO THE NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BERTEAU AVENUE; THENCE EAST ALONG SAID NORTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BERTEAU AVENUE TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERtY LINE OF THE 16-FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTH LINE OF BERTEAU AVENUE; THENCE EAST ALONG SAID NORTH LINE OF BERTEAU AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTH LINE OF WARNER AVENUE; THENCE EAST ALONG SAID NORTH LINE OF WARNER AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF LEAVITT STREET AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTH LINE OF BELLE PLAINE AVENUE; THENCE EAST ALONG SAID NORTH LINE OF BELLE PLAINE AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN

AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE NORTH LINE OF CUYLER AVENUE; THENCE EAST ALONG SAID NORTH LINE OF CUYLER AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF HOYNE AVENUE AND THE EAST LINE THEREOF TO THE EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF LINCOLN AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD; THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD AND THE SOUTH LINE THEREOF TO THE EAST LINE OF HOYNE AVENUE; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD AND THE SOUTH LINE THEREOF TO THE EAST LINE OF LEAVITT STREET; THENCE SOUTH ALONG SAID EAST LINE OF LEAVITT STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD; THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD AND THE SOUTH LINE THEREOF TO THE EAST LINE OF OAKLEY AVENUE; THENCE WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF IRVING PARK ROAD TO THE WEST LINE OF OAKLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF OAKLEY AVENUE TO THE SOUTH LINE OF BELLE PLAINE AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF BELLE PLAINE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF BERTEAU AVENUE; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY EAST OF WESTERN AVENUE TO THE NORTH LINE OF BERTEAU AVENUE; THENCE EAST ALONG SAID NORTH LINE OF BERTEAU AVENUE TO THE WEST LINE OF LOT 29 IN OAKLEY GARDENS IN SECTION 18; THENCE NORTH ALONG SAID WEST LINE OF LOT 29 IN SAID OAKLEY GARDENS TO THE SOUTHWEST CORNER OF LOT 11 IN SAID OAKLEY GARDENS; THENCE NORTH ALONG THE WEST LINES OF LOTS 11 THROUGH 8 IN SAID OAKLEY GARDENS TO THE SOUTH LINE OF LOT 66 IN RUDOLPH AND BROWN'S SUBDIVISION OF LOT 2 OF BLOCK 1 OF W.B. OGDEN'S SUBDIVISION IN SECTION 18; THENCE WEST ALONG SAID SOUTH LINE OF LOT 66 IN SAID RUDOLPH AND BROWN'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF CLAREMONT AVENUE; THENCE NORTH ALONG SAID WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF CLAREMONT AVENUE TO THE SOUTH LINE OF CULLOM AVENUE; THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 16 FOOT WIDE ALLEY WEST OF CLAREMONT AVENUE AND THE WEST LINE THEREOF TO THE SOUTH LINE OF MONTROSE AVENUE; THENCE WEST ALONG SAID SOUTH LINE

OF MONTROSE AVENUE TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF PENSACOLA AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF CULLOM AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF HUTCHINSON STREET; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF BERTEAU AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF WARNER AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF BELLE PLAINE AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE EAST EXTENSION OF THE SOUTH LINE OF THE ALLEY FIRST NORTH OF IRVING PARK ROAD BETWEEN WESTERN AVENUE AND CAMPBELL AVENUE; THENCE WEST ALONG SAID EXTENSION, SAID SOUTH LINE, AND ITS WEST EXTENSION TO THE WEST LINE OF CAMPBELL AVENUE; THENCE NORTH ALONG SAID WEST LINE OF CAMPBELL AVENUE TO THE NORTH LINE OF THE ALLEY FIRST NORTH OF IRVING PARK ROAD BETWEEN MAPLEWOOD AND CAMPBELL AVENUE; THENCE WEST ALONG SAID NORTH LINE OF THE ALLEY FIRST NORTH OF IRVING PARK ROAD BETWEEN MAPLEWOOD AND CAMPBELL AVENUE AND ITS WEST EXTENSION TO THE EAST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO TO THE SOUTH LINE OF BLOCK 3 IN KINZIE'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG SAID SOUTH LINE OF BLOCK 3 AND ITS EAST EXTENSION TO THE WEST LINE OF CAMPBELL AVENUE; THENCE NORTH ALONG SAID WEST LINE OF CAMPBELL AVENUE TO THE WEST EXTENSION OF THE NORTH LINE OF THE 16 FOOT ALLEY SOUTH OF IRVING PARK ROAD; THENCE EAST ALONG SAID WEST EXTENSION AND SAID NORTH LINE OF THE 16 FOOT ALLEY SOUTH OF IRVING PARK ROAD TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF DAKIN STREET; THENCE SOUTH ALONG THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF BYRON STREET; THENCE SOUTH ALONG THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF BERENICE AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF GRACE STREET; THENCE WEST ALONG SAID SOUTH LINE OF GRACE STREET TO A LINE 279.79 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF WESTERN AVENUE; THENCE SOUTH ALONG SAID LINE 279.79 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF WESTERN AVENUE TO THE NORTH LINE OF WAVELAND AVENUE; THENCE EAST ALONG SAID NORTH LINE OF WAVELAND AVENUE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE AND THE EAST LINE THEREOF TO THE NORTH LINE OF ADDISON STREET; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE 16 FOOT WIDE ALLEY WEST OF WESTERN AVENUE TO THE SOUTH LINE OF ADDISON STREET; THENCE WEST ALONG SAID SOUTH LINE OF ADDISON STREET TO THE WEST LINE OF LOT 1 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTHEAST QUARTER OF SECTION 24; THENCE SOUTH ALONG SAID WEST LINE OF LOT 1 IN SAID COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE OF LOT 1 IN SAID COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS TO THE NORTH EXTENSION OF THE WEST LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG SAID NORTH EXTENSION OF THE WEST LINE OF CAMPBELL AVENUE TO A POINT ON THE WEST LINE OF CAMPBELL AVENUE, SAID POINT BEING THE POINT OF INTERSECTION OF THE WEST LINE OF CAMPBELL AVENUE WITH A 183-FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE EAST ON A LINE PERPENDICULAR TO THE WEST LINE OF CAMPBELL AVENUE A DISTANCE OF 66 FEET TO A POINT ON THE EAST LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF CAMPBELL AVENUE TO THE SOUTH LINE OF THE NORTH 132 FEET OF LOTS 10 AND 9 IN SAID COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 132 FEET OF LOTS 10 AND 9 IN SAID COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS TO THE WEST LINE OF LOT 23 IN NORTH CHICAGO SHARPSHOOTER'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 24; THENCE SOUTH ALONG THE WEST LINE OF LOTS 23 THROUGH 43 TO THE NORTH LINE OF BELMONT AVENUE; THENCE EAST ALONG SAID NORTH LINE OF BELMONT AVENUE TO THE WEST LINE OF WESTERN AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESTERN AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF CORNELIA AVENUE; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF CORNELIA AVENUE TO THE POINT OF BEGINNING AT THE EAST LINE OF WESTERN AVENUE, ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

Permanent Index Number List:

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13134020490000
13134020500000
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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 69.

[O2014-6871]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

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 69, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 69 (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 Chambers, 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 two 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 2014 through and including 2023. 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 2014 is $415,843. 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: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial 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 South Ashland Avenue bounded north to West 80th Street; south to West 96th Street; east to the alley adjacent to Ashland Avenue; and west to the alley immediately adjacent to Ashland Avenue including the rail road track extending east to Racine 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. 69.

Notice is hereby given that at _______ o'clock ___ .M., on the _______ day of ___________, 2014 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 69 (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 2014 through and including 2023. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs and other activities to promote commercial 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 two 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 2014 is $415,843. 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 Ashland Avenue bounded north to West 80th Street; south to West 96th Street; east to the alley adjacent to Ashland Avenue; and west to the alley immediately adjacent to Ashland Avenue including the rail road track extending east to Racine 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 other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the boundaries of the proposed Area and by at least 51 percent 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 ____________, 2014.

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.

Special Service Area No. 63 -- 96 -- Area [illegible]

Legal Description And Permanent Index Numbers.

Legal Description:

Those parts of Sections 31 and 32 in Township 38 North, Range 14 East together with those parts of Sections 5, 6, 7 and 8 in Township 37 North, Range 14 East of the Third Principal Meridian, more particularly described as follows:

Beginning at a point at the intersection of the center line of Ashland Avenue with the south line of 51st Street; thence east along said south line to the center line of the first alley east of Ashland Avenue; thence south along said center line to the center line of the alley first north of [illegible] Street; thence west along said center line to the northerly extension of the east line of the west 21.15 feet of Lot 7 of Block 14 of [illegible] & Gage's Addition to Englewood Heights; thence south along said east line and its extension to the center line of [illegible] Street thence west along said centerline to the centerline of Marshfield Avenue; thence south along said centerline to the centerline of the alley first south of 87th Street; thence east along said centerline to the west right-of-way line of Ashland Avenue; thence south along said line to the south line of lot 37 in Block 1 in Engelwood Heights; thence west along said south line to the centerline of the alley first west of Ashland Avenue; thence south along said centerline to the centerline of the alley first north of 89th Street; thence east along said centerline to the northerly extension of the west line Lot 22 in Block 13 in Englewood Heights; thence south along said line to the northerly right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence northeasterly along said line to the centerline of Ashland Avenue; thence south along said line to the southerly right-of-way line of said railroad; thence southwesterly along said right-of-way line to the centerline of the alley first west of Ashland Avenue; thence south along said line to the centerline of the alley first south of West 93rd Place; thence west along said line to the west right-of-way line of Beverly Avenue; thence southeasterly along said line to the south line of Beverly Avenue; thence west along said south line and its westerly extension thereof to the east line of the Longwood Subdivision; thence southeasterly along said line to the centerline of 95th Street; thence west along said centerline to the centerline of Charles Avenue; thence south along said centerline to the westerly extension of the north line of Lot 2 in Howard Oviatt's Subdivision; thence easterly along said line to the northeast corner of said Lot 2; thence northerly, northeasterly and easterly along the westerly and northerly lines of Lot 3 in Charles Beverly subdivision to the northeast corner of said Lot 3; thence southeasterly along the westerly line of Beverly Avenue to the east line of the northeast quarter of Section 7, Township 37 north, Range 14, East of the Third Principal Meridian; thence north, along said east line to the centerline of 95th Street; thence east along said centerline to the centerline of Justine Street; thence north along said centerline to the centerline of the alley first north of 95th Street; thence west along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence easterly along said line to the west line of Justine Street; thence north along said line to the southeast corner of Parcel 25-05-108-031; thence westerly along the southerly line of said parcel to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south line of Lot 3 in Block 4 in E.L. Brainard's Subdivision; thence east along the south line of Lots 3, 2,1 and their easterly extension to the centerline of Justine Street; thence north along said centerline to the centerline of 87th Street; thence west along said centerline to the southerly extension of the west line of Lot 23 in Block 3 in Roy & Nourse's Sixth Addition to South Englewood; thence north along said line to the centerline of the alley first north of 87th Street; thence east along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the centerline of 85th Street; thence east along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the centerline of 83rd Street; thence west along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south line of 80th Street; thence west along said south line to the centerline of Ashland Avenue and the point of beginning.

Permanent Index Number List

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IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 2.

[O2014-6805]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the service provider agreement for Special Service Area Number 2, amount to be levied: $286,510, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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., (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On June 30, 1982, 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 March 25, 1983, as further amended by an ordinance enacted by the City Council on September 12, 1984, as further amended by an ordinance enacted by the City Council on June 14, 1995 (collectively, the "Establishment Ordinance")) which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) 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 "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included the maintenance, operation and construction of automobile parking lots, facilities therefor, as well as funding to promote, assist or preserve the businesses located within, and foster commercial and economic development of the Area; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Belmont/Central Parking Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of Special Services to the Area, and a line-item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development ("the Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015 and an agreement with the Service Provider with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, as shown by the form of agreement attached as Exhibit A hereto; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Belmont/Central Parking Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$299,878
TOTAL BUDGET REQUEST:	$299,878
Source Of Funding	
Tax levy at an annual rate not to exceed one and one-half percent (1.5%) of the equalized assessed value of taxable property within Special Service Area Number 2	$286,510
Carryover funds currently available from prior tax years	$ 0
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$ 13,368

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $286,510 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Belmont-Central Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 2
Between
The City Of Chicago
By And Through The Special Service Area Commission
And
Belmont Central Chamber Of Commerce
Effective From January 1, 2015 Through December 31, 2015.

This Agreement for the management of Special Service Area Number 2 is entered into as of ________________, 2015 by and between Belmont Central Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 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.; and

WHEREAS, the City Council of the City of Chicago (the "City Council") has established a special service area known and designated as Special Service Area Number 2 (the "Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed [illegible] of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (as defined herein); and

WHEREAS, the City Council on ________________, 2014 authorized the levy of the Service Tax and appropriated the funds therefrom for the Area in fiscal year 2015 for the provision of the Special Services in the Area, and the City [illegible] for the period commencing January 1, 2015 and ending December 31, 2015 [illegible] to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide such Special Services on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached hereto, incorporated herein by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means the construction of public buildings or "public works" as defined in 820 ILCS 130/2, such as renovations and improvements to structures, including but not limited to physical building improvements, installations and other fixed works, but does not include pre-development work such as design and specifications.

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago's Department of Planning and Development.

"**Establishment Ordinance**" means the ordinance enacted by the City Council on June 30, 1982, as amended on March 25, 1993, September 28, 1994, June 14, 1995 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, including any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount which is collected pursuant to the Service Tax.

"Special Service Area Commission ("SSAC")" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, elect to amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort in behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 565/1 et seq.

3.04 Nondiscrimination

A. Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(a) City Requirements.

Contractor must comply with, and the provisions Contractor and all of the Services Contractor provides under this Agreement must comply with the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended, and all other applicable City ordinances and rules.

(b) Subcontractors.

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be required to comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification.

After written notice from the City of Losses, City Indemnitees and Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's demand. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an ongoing obligation of Contractor following the City's notice of Losses, City Indemnitees and Losses Arising under this Agreement, and until a court of competent jurisdiction finally determines such Losses and all rights of appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06:

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSA Commission.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, demands, costs, interests, fines and damages, including attorneys' fees and expenses of investigation and settlement, arising by reason of injury to or death of any person or damage to property arising out of this Agreement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement; (ii) arising out of the administration of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of the Contractor's performance or non-performance of this Agreement, including the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees or invitees, or its breach of any of the terms or of any warranty made under this Agreement; (iv) arising out of the use, manufacture, sale or distribution of the goods or services under this Agreement; or (v) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Workers' Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. The indemnities set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions of this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings and information relating to the SSA program, in accordance with the time limits prescribed herein, and if no time limit is specified, then upon request therefor by the Department, or in any event upon termination or completion of the Services hereunder.

The Contractor agrees to accept at its own expense such financial audits, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in its sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is following the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with those financial reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and independent audit by the City, City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. Contractor must retain fully any such records regarding the Services and deal [illegible] as may be determined by the City for a period of at least five (5) years after the final payment made in connection with this Agreement, five years after the final payment made in connection with this Agreement. Contractor shall retain records that are required to be maintained pursuant to the Consent [illegible] under the regulations governing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) as part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530 [illegible] as amended by the Local Records Act, 50 ILCS 205 [illegible] the Local Records retention schedule. Contractor must not dispose of such records following the expiration of the retention period without the express written approval of the City in accordance with Article [illegible].

In addition to the records to be retained by Contractor, in the event that [illegible] purchased, the Contractor's services to the City is subject to any governmental [illegible] are public records of the City pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires the City to produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement or Third Party Audit to the Department and the SSAC no later than [illegible] days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements of [illegible] with respect to any Third Party Audit. If any Third Party Audit discloses the Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not cured to the City's satisfaction within the time period identified by the City. The City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services of this Agreement.

All subcontracts, all approvals of Subcontractors and any assignments to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or Assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations.

A. Licenses and Permits.

If the Contractor engages in Construction, it is responsible for, and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage in Construction under this Agreement.

B. Safety Considerations.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due in whole or in part to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (not including the amount allocated for design and preparation of specifications) by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 10 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City and, if so required, Contractor must promptly provide such bond.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date"), and shall continue through December 31, 2015, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the sum of (a) $286,510 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for the tax year 2014, whichever is less; (b) the total amount of Surplus Funds in the amount of $0, which are being carried over from previous program years and which Contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $13,368; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $299,878.

5.02 Budget for Services

The Contractor, in conjunction with the SSAC, has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all Services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 must not exceed $299,878, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST KEEP ITS OWN FUNDS OR REVENUE FROM ITS OTHER ACTIVITIES SEPARATE AND NOT COMMINGLE THESE FUNDS IN THE SEPARATE ACCOUNT FOR SPECIAL SERVICE AREA SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signatures of the Contractor's authorized representatives. The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent in accordance with the Budget or otherwise not approved by the SSAC. The name and address of the bank is and the routing number and the account numbers are

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, which are to be used for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, appropriateness and allowability of any fees, costs or expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in the Special and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal year for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it and its Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago; and that it will inform Subcontractors of such provisions and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

D. Contractor will abide by any policies promulgated by the Department or other City departments.

E. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-156-030(b) of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement ("EDS") and Affidavit ("Familial Relationships with Elected City Officials and Department Heads") which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes to the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertains, and no relative of any SSAC member shall have any personal economic or financial interest directly or indirectly in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, has official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial interest or benefit arising from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to this Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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 June 16, 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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(c) Contractor 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 Contractor by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

6.06 Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom he or she expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour. Each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the

City with documentation acceptable to the Chief Procurement Officer demonstrating that all Contractors and Subcontractors [illegible] Base Wage [illegible] City's request [illegible] independent audit [illegible] Contractors and/or Subcontractors to verify compliance with this section. Failure to comply with [illegible] this section [illegible] may result in ineligibility for any contract or subcontract with the City for up to 3 years.

(c) Not-for-Profit Developer Entities. If the Developer is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (b) above will not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement and, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's 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. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to 2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a), (b) or (c) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) Failure to commence or ensure timely completion of the Services due to a reason for which the Contractor is responsible;

(2) Failure to perform the Services in a manner satisfactory to the City;

(3) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

total discontinuance of the Services for reasons within the Contractor's reasonable control;

(h) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(i) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

I. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising any such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it, at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate this Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days of the notice period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SNAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City no later than June 1st of each year, a Full-Year Assessment. The forms of the Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #[illegible] Commission
5534 W. Belmont Ave.
Chicago, Illinois 60641

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: Belmont Central Chamber of Commerce
5534 W. Belmont Ave.
Chicago, Illinois 60641
Attention: Ms. [illegible]

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received three days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSA during the term of this Agreement, the City shall assume all of the rights and obligations of the SSA Commission.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("**PLA**") with various trades regarding projects as described in the PLA, a copy of which, with all appendices, is attached hereto as Exhibit 9. A copy of the PLA with appendices may also be found on the City's website at: http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any services under this Agreement and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSA Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Planning and Development
and ________________________, 20__

CONTRACTOR
By
Its
Attested By:
Its

State of
County of

This instrument was acknowledged before me on __ (date) by (name(s) of person(s)) as (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

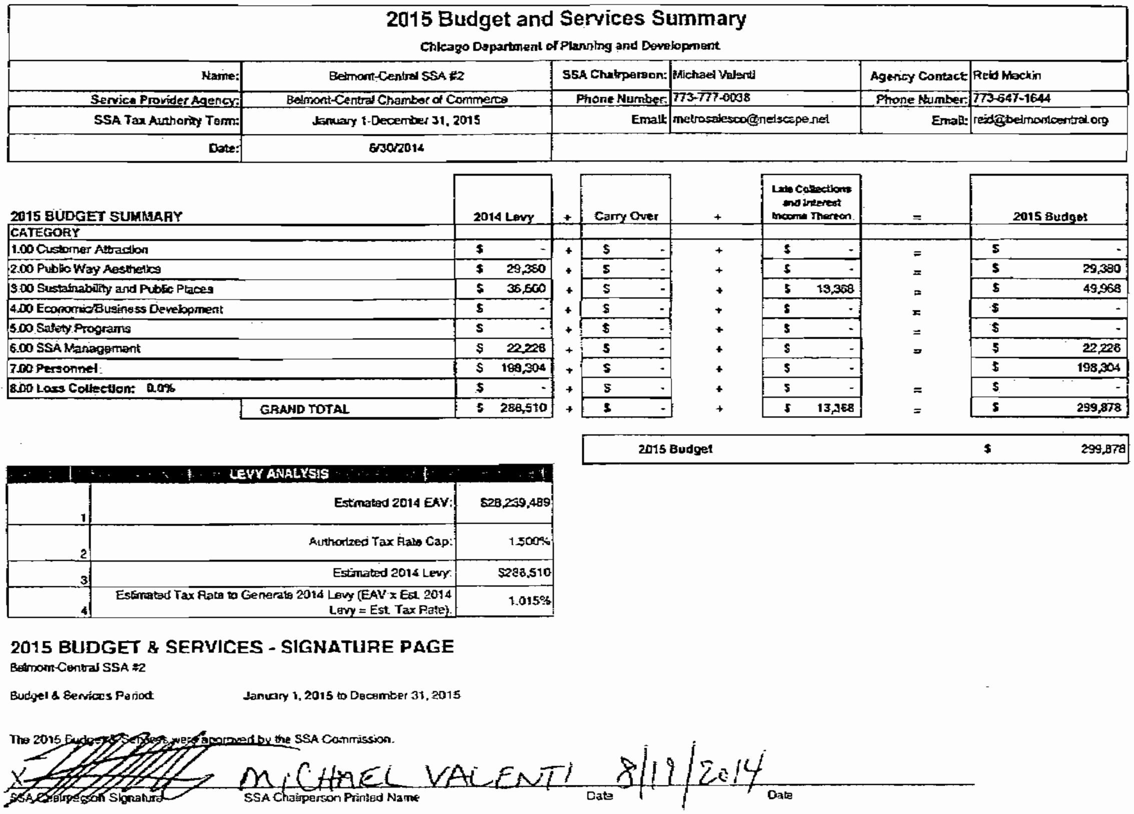
Signature of Notary Public

[illegible] 1, 2, 3, 4, 5, 6, 7, 8 and 9 [illegible] Special Service Area Number [illegible] read as follows:

(Sub)Exhibit 1.

(To Service Provider Agreement For
Special Service Area No. 2)

Scope Of Services And Budget.



2015 Budget and Services Summary

Chicago Department of Planning and Development

Name:	Belmont-Central SSA #2	SSA Chairperson:	Michael Valenti	Agency Contact:	Reid Mackin
Service Provider Agency:	Belmont-Central Chamber of Commerce	Phone Number:	773-777-0038	Phone Number:	773-647-1644
SSA Tax Authority Term:	January 1-December 31, 2015	Email:	metrosalesco@netscape.net	Email:	reid@belmontcentral.org
Date:	6/30/2014				

2015 BUDGET SUMMARY	2014 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2015 Budget
CATEGORY							
1.00 Customer Attraction	$ -	+	$ -	+	$ -	=	$ -
2.00 Public Way Aesthetics	$ 29,380	+	$ -	+	$ -	=	$ 29,380
3.00 Sustainability and Public Places	$ 36,600	+	$ -	+	$ 13,368	=	$ 49,968
4.00 Economic/Business Development	$ -	+	$ -	+	$ -	=	$ -
5.00 Safety Programs	$ -	+	$ -	+	$ -	=	$ -
6.00 SSA Management	$ 22,226	+	$ -	+	$ -	=	$ 22,226
7.00 Personnel	$ 198,304	+	$ -	+	$ -		$ 198,304
8.00 Loss Collection: 0.0%	$ -	+	$ -	+	$ -	=	$ -
GRAND TOTAL	$ 286,510	+	$ -	+	$ 13,368	=	$ 299,878

2015 Budget	$ 299,878

LEVY ANALYSIS		
1	Estimated 2014 EAV:	$28,239,489
2	Authorized Tax Rate Cap:	1.500%
3	Estimated 2014 Levy:	$286,510
4	Estimated Tax Rate to Generate 2014 Levy (EAV x Est. 2014 Levy = Est. Tax Rate).	1.015%

2015 BUDGET & SERVICES - SIGNATURE PAGE

Belmont-Central SSA #2

Budget & Services Period: January 1, 2015 to December 31, 2015

The 2015 Budget & Services were approved by the SSA Commission.

X MICHAEL VALENTI 8/19/2014

SSA Chairperson Signature SSA Chairperson Printed Name Date Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 2)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Belmont-Central Chamber of Commerce

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

5534 W. Belmont Avenue
Chicago, IL 60641
United States

C. Telephone:

773-647-1644

Fax:

773-647-1645

Email:

reid@belmontcentral.org

D. Name of contact person:

Mr. Thomas Reid Mackin

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

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow Belmont-Central Chamber of Commerce to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #2.

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Larry Lynch
Title: Board President
Role: Both

Officer/Director: Rev. David Schotte
Title: Treasurer
Role: Both

Officer/Director: Ms. Barbara Kanzlowski
Title: Vice President
Role: Both

Officer/Director: Mr. Thomas Reid Mickle
Title: Executive Director
Role: Both

Officer/Director: Mr. Rick Martinez
Title: Director
Role: Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Suite [illegible] Chicago, IL [illegible] United States
Relationship:	Accountant
Fees ($$ or %):	$3,000
Estimated/Paid:	Estimated

Name: [illegible]

Anticipated/ Retained: [illegible]

Business Address: [illegible]
[illegible]

Relationship: [illegible]

Fees: ($$ or %): [illegible]

Estimated/Paid: [illegible]
[illegible]

[illegible]

[illegible]

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[illegible]

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

`I certify the above to be true`

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

`I certify the above to be true`

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers,

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

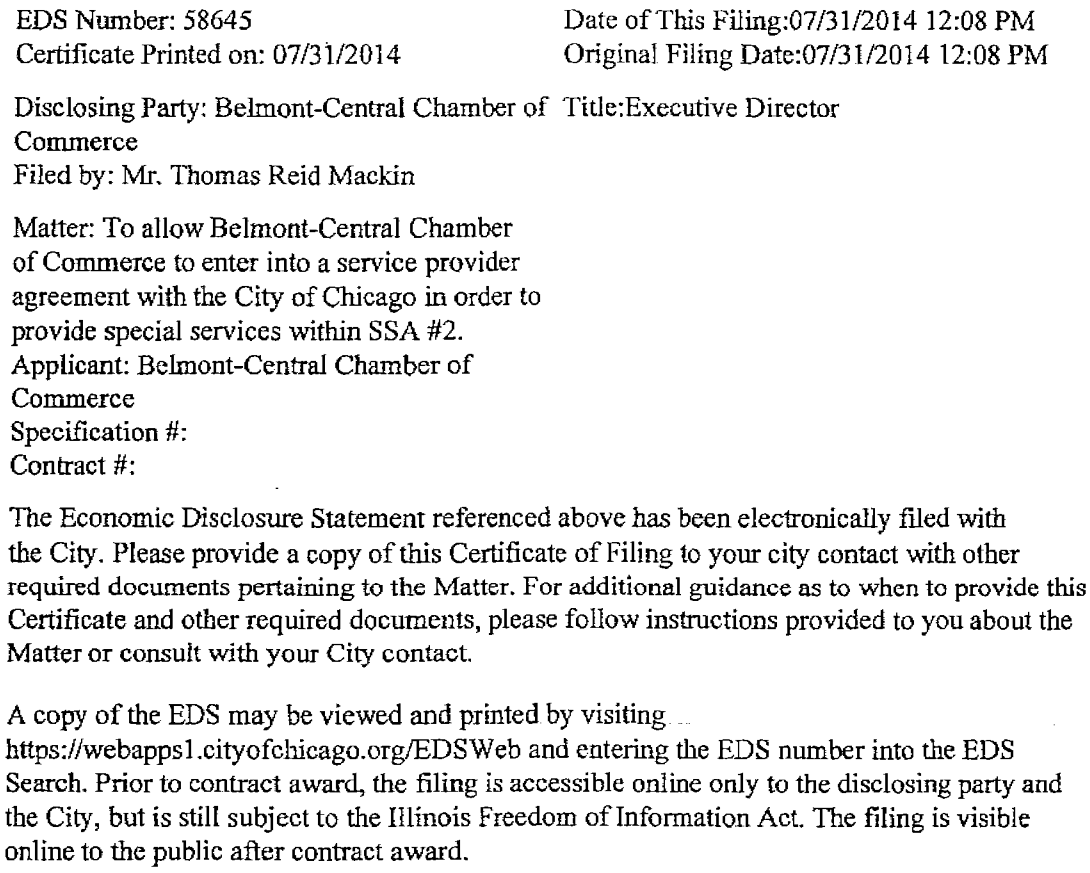
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 07/31/2014
Mr. Thomas Reid Macken
Executive Director
Belmont-Central Chamber of Commerce

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)



EDS Number: 58645
Certificate Printed on: 07/31/2014

Date of This Filing:07/31/2014 12:08 PM
Original Filing Date:07/31/2014 12:08 PM

Disclosing Party: Belmont-Central Chamber of Commerce
Filed by: Mr. Thomas Reid Mackin

Title:Executive Director

Matter: To allow Belmont-Central Chamber of Commerce to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #2.
Applicant: Belmont-Central Chamber of Commerce
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 2)

Special Service Area No. 2.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultants (e.g., CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors or omissions must be maintained with limits of not less than $500,000. 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 years.

5. Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois. And the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm's subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Schedule E to this Agreement, attached hereto and incorporated by reference as though fully set forth herein.

C. Additional Requirements

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area No. 2)

Special Service Area No. 2.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 31)

Prevailing Wages
(Page 1 of 9)

Cook County Prevailing Wage For
September 2014

[illegible]

(Sub)Exhibit A
To Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
(Page [illegible] of [illegible])

[illegible]
September 2014

[illegible]

[illegible]

[illegible] Service Provider Agreement For

Special Service Area No. 7

[illegible]

Page 2 of 6

[illegible]

[illegible]

(Sub)Exhibit 2
(To Service Provider Agreement For
Special Service Area No. 2)

Prevailing Wages
(Page 4 of 5)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Exhibit "A"
To Service Provider Agreement For
Special Service Area No. 21

(Scope Of Services)
Page 1 of 8

Definitions

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 2)

Prevailing Wages
(Page 9 of 16)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 27)

Prevailing Wages
(Page 7 of 9)

Landscapers

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit "A".
To Service Provider Agreement For
Special Service Area No. 7

[illegible]
Page 6 of [illegible]

[illegible]

[illegible]

[illegible]
To Service Provider Agreement For
Special Service Area No. 2[illegible]

[illegible]
Page 7 of 9

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 2)

Contractor's Performance And Payment Bond

(SPECIMEN)

Know All Men by these Presents, That we

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. ________________ and Specification No. , all in conformance with said contract, for

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract and with respect to all work, wages and services required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Diseases Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

[illegible]

[illegible]

[illegible]

(Seal)

Approved [illegible], 20__

(Seal)

(Seal)

Purchasing Agent

(Seal)

Approved as to form and legality

(Seal)

Assistant Corporation Counsel

(Seal)

STATE OF ILLINOIS) ss
COUNTY OF COOK)

[illegible]

STATE OF ILLINOIS) ss
COUNTY OF COOK)

[illegible]

STATE OF ILLINOIS) ss
COUNTY OF COOK)

[illegible]

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For Special Service Area No. 2)

Contractor's Affidavit.

Contractor Name: ____________________

Special Service Area Number: ____________________

Agreement ("Agreement"): ____________________
Agreement between the City of Chicago and ____________________ dated ____________________, relating to the provision of special services.

Affidavit.

The undersigned, ____________________, as ____________________, and on behalf of ____________________, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

____
Signature of Authorized Officer

____
Name of Authorized Officer
(Print or Type)

State of ________________________

County of ________________________

Sworn to and acknowledged before me by ______________________________ [name of signatory] as __________________ [title] of ______________________ [name of contracting party] this ____ day of ____________, 20__.

____
Signature of Notary

[Full-Year Assessment Form referred to in this Contractor's Affidavit unavailable at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area No. 2)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

   f. Professional auditing standards to be followed in performing the audit.

   g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit [illegible]
(To Service Provider Agreement For Special Service Area No. 21)

City Of Chicago

Multi-Project Labor Agreement

This Multi-Project Labor Agreement ("Agreement") [illegible]

Whereas, [illegible] Chicago, Illinois. [illegible]

Whereas, [illegible]

Whereas, [illegible]

NOW, THEREFORE, [illegible]

1. [illegible]

[illegible] Appendix A [illegible] Agreement [illegible] mutually agreed to by the parties.

2. With respect to [illegible] signatory to the applicable collective bargaining agreement [illegible]

3. [illegible]

4. [illegible] Appendix A [illegible]

5. [illegible]

6. [illegible] Agreement [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

17 The parties share a mutual desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training [illegible] agreed to by the parties as appended. [illegible] Project Labor Agreements applicable to employees of the [illegible]. Additionally, parties agree to [illegible] the goals and requirements [illegible] set forth in the Supplemental Schedule to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools, a copy of which is attached as Appendix "C" and incorporated herein. Towards that end, [illegible] the Chicago Public Schools [illegible] Chicago [illegible]. The [illegible] information [illegible] by the [illegible] for the purpose of [illegible], the information provided for in Section [illegible] of the Supplemental Schedule. Upon execution of this Agreement, representatives of the City and the Chicago Building Trades Council shall meet [illegible] for the purpose of establishing the specific mechanisms to obtain this information on a [illegible] and ongoing basis.

The parties hereby agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "B", are intended to [illegible] the goals [illegible] set forth in Appendix [illegible]. The [illegible] shall provide to the Chicago Building Trades Council [illegible], and the parties shall meet [illegible] for the purpose of identifying the causes of such failure and implement necessary measures to remedy the failure. Should the Chicago Building Trades Council fail to implement [illegible] measures necessary to [illegible] the goals and [illegible], the City may terminate this Agreement as of January 1, 2016 if, as of June 1, 2015, the [illegible] have failed to implement measures reasonably necessary to attain these goals and [illegible], the City may at that time deliver to the Council written notice of [illegible] intent to terminate this Agreement on January 1, 2016. Upon [illegible] of such notice, the parties shall [illegible] meet [illegible]. If the parties are unsuccessful in [illegible], the City may [illegible] effective January 1, 2016.

The parties acknowledge that the ordinance requirements for utilization of [illegible] contractors and subcontractors in the standard City of Chicago construction contract [illegible]. The parties also agree to cooperate in working [illegible] with these requirements and to work cooperatively to facilitate and work in good faith toward achievement of said requirements. This may include [illegible] meetings with prospective contractors and subcontractors as well as other reasonable undertakings [illegible] in this regard.

[illegible] The parties agree that [illegible] this Agreement shall be required to [illegible] the maximum number of apprentices on said Project as permitted under the applicable [illegible] set forth in Appendix "A".

[illegible] This Agreement, together with the Attachments, [illegible] constitutes the entire agreement of the parties and may not be [illegible] except by the mutual [illegible] agreement of the parties.

[illegible] All parties represent that the signatories [illegible] this Agreement.

The undersigned, as the Owner and [illegible] agree to all of the terms and conditions contained in this Agreement.

Dated this [illegible] day of February, 2014 in Chicago, Cook County, Illinois.

On Behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On Behalf of:

(Insert Name of Labor Organization)

By:

Its Duly Authorized Officer

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 3.

[O2014-6806]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 3, amount to be levied: $1,189,530, 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 Burke abstains pursuant to provisions of 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, Pope, 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 -- 49.

Nays -- None.

Alderman Pope 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, 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 (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "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, as further amended by an ordinance enacted by the City Council on July 13,1988 (collectively, the "Establishment Ordinance"), which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax (the "Services Tax") not to exceed an annual rate of one and twenty-five hundredths of one percent (1.25%) 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 special services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, On December 2, 1998, the City Council enacted an ordinance acknowledging that within the scope of "rehabilitation activities" (as such term is used in the Establishment Ordinance) are included certain activities relating to the identification and assessment of properties for redevelopment in the Area, and payment or advancement of funds for, and performance of certain predevelopment activities relating to such suitable properties, including the advancing of Services Tax funds as earnest money or option costs incurred in furtherance of the possible acquisition for redevelopment of such properties; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Chicago Southwest Business Growth Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, On December 12, 2009, the City Council enacted an ordinance which amended the Section 4 of the Establishment Ordinance as enacted on July 13, 1988 with respect to the Commission and powers granted and enlarged the Area to encompass the territory consisting of West 63rd Street frontage, between South Bell Avenue and South Cicero Avenue; South Western Avenue frontage, between West 61st Street and West 64th Street; South Kedzie Avenue frontage, between West 62nd Street and West 64th Street; South Pulaski Road frontage, between West 56th Place and West 71st Street; and the eastern frontage of South Cicero Avenue, between West 71st Street and the alley north of West 63rd Street; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Chicago Southwest Business Growth Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$1,227,209
TOTAL BUDGET REQUEST:	$1,227,209
Source Of Funding	
Tax levy not to exceed an annual rate of one and twenty-five hundredths of one percent (1.25%) of the equalized assessed value of taxable property within Special Service Area Number 3	$1,189,530
Carryover funds currently available from prior tax years	$ 37,023

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$656

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of this ordinance, the sum of $1,189,530 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Greater Southwest Development Corporation, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 3
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Greater Southwest Development Corporation
Effective January 1, 2015 Through December 31, 2015.

This Agreement for the management of Special Service Area Number 3 is entered into on , 2015 by and between Greater Southwest Development Corporation, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), an Illinois municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

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.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 3" ("the Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.25% of the equalized assessed value of all property within the Area ("Service Tax") as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on , 2014, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2015 for the provision of the Special Services in the Area and the City wishes to provide that the Contractor beginning on January 1, 2015, and continuing until December 31, 2015, may use these funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"Construction" means that work of a nature described as "public works" as defined in 820 ILCS 130/2, such as landscaping and building activity, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago's Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on May 11, 1988, as amended on July 13, 1998, December 2, 2009, December 12, 2013 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years of the SSA, along with any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount of taxes collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, recommend a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carryover Funds", means any Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and/or the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, decide to amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of the Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the satisfaction of the SSAC. The Contractor shall furnish sufficient business administration and supervision to render and complete the Services in the [illegible].

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall ensure that all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

[illegible] with the [illegible] et seq.

5.04 Nondiscrimination

A. Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying the Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor establishes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166; Executive Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Executive Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor establishes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

[illegible] Requirements

[illegible]

(d) Subcontractors

[illegible] Subcontractors [illegible] with any [illegible] Agreement [illegible]

5.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit [illegible] and incorporated by reference as if fully set forth herein, [illegible] as may be required in the reasonable judgment of the Risk Management Division. [illegible] Risk Management Division [illegible]

The Risk Management Division [illegible] waive or reduce any of the insurance requirements set forth herein.

5.06 Indemnification

[illegible] the Contractor shall defend, indemnify [illegible] [illegible] defense, indemnification [illegible] obligation of Contractor [illegible] under this Agreement [illegible]

B. For purposes of this Section 3.06:

"**City Indemnitees**" means, individually and collectively, the City of Chicago, its officers, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means (i) arising out of, awarded by this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision, (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement and/or the acts or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, (iv) any breach or violation of any warranty made under this Agreement, or (v) the failure of them to meet any applicable standard of performance under this Agreement or the early termination of the Agreement.

C. To the extent permissible by law, Contractor waives any limits to Contractor's liability that it would otherwise have by virtue of the Workers' Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnification provision. The requirements set forth in this indemnification provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor fulfills the terms of this Agreement.

The [illegible] must also keep [illegible] of the SSA [illegible] and reports as provided [illegible] information may be [illegible] the [illegible] of the Services. The Contractor shall [illegible] records [illegible] and [illegible] the [illegible] Services [illegible] request [illegible] and [illegible] in [illegible] shall be [illegible] by the [illegible] a period [illegible] the [illegible] Services and [illegible] in accordance with this Agreement [illegible] with respect [illegible] requirements [illegible] under the regulations [illegible] the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health [illegible] Act [illegible] American [illegible] Act [illegible] following the expiration of the [illegible] the City in accordance with Article [illegible].

In addition to the records to be retained [illegible] Contractor, all records relating to [illegible] the Contractor [illegible] to the City [illegible] governmental [illegible] public [illegible] of the City pursuant to the Illinois Freedom of Information Act [illegible] (FOIA) [illegible] Act [illegible] the [illegible] request from the City [illegible] days [illegible].

[illegible] CONTRACTOR [illegible] COMMINGLE [illegible] FUNDS WITH FUNDS FROM OTHER SOURCES. [illegible] Contractor [illegible] any business operations separate and apart from the Services hereunder using [illegible] personnel, equipment, supplies [illegible] this Agreement [illegible] the Contractor shall [illegible] and make [illegible] available [illegible] City [illegible] detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall [illegible] Third Party [illegible] the Department and the SSA [illegible] accordance [illegible] and [illegible] Third Party Audit [illegible] that Contractor or any of its Subcontractors [illegible] overcharged the City [illegible] the City will [illegible] Contractor, and Contractor must then promptly [illegible] the City [illegible] the [illegible] this Agreement [illegible].

Agreement. [illegible] described [illegible] and the [illegible] necessary and Contractor must promptly reimburse the City for such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to the City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, assign, transfer or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise expressly provided for herein, without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment consented to by the SSA Commission are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor must be a Security Firm certified by the State of Illinois and the Security Firm must be duly licensed by the State of Illinois. The Contractor, upon entering into a subcontract with a Security Firm, shall submit the SSA and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations.

A. Licenses and Permits.

If the Contractor engages in Construction, it is responsible, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work whose expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work, or such other date as agreed for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications) by sureties or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail to maintain [illegible] to be sufficient security for the penalty of the bond, then the City may at any time thereafter in writing require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and if so required, Contractor must promptly provide such bond.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the sum of $[illegible]1,199.88 or the actual amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2014, whichever is less, plus the total amount of Surplus Funds in the amount of $[illegible] which are being carried over from previous program years and which contractor hereby acknowledges are in its possession, and Late Collections in an amount not to exceed $[illegible]; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $1,[illegible].

5.02 Budget for Services

The Contractor, in cooperation with the SSAC, has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all Services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $1,[illegible], the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC will revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to the schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account must be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THE SSA FUNDS IN A SEPARATE AUDIT SECTION FOR CURRENT AND PRIOR YEARS SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check for the bank account, which shows the signatures of all the Contractor's authorized representatives. The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget(s) that were approved by the SSAC. The name and address of the Bank is and the wire number and the Account number are .

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with [illegible] this Agreement, Contractor [illegible] as follows:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required hereunder; and that Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services.

C. That Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, 65 ILCS 5/11-42.1-1 et seq. of the Illinois Municipal Code.

E. [illegible] of Chicago and that Contractor shall notify Subcontractors of such provisions and require [illegible] compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediate entities) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is 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.

E. Contractor will comply with any policies promulgated by the Department or other City departments.

F. Contractor understands and will abide by, and will cause its Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-156-030 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be deemed an Event of Default and may provide for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement ("EDS") and Affidavit "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 7 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains or any related subcontract, nor any relative of any SSAC member, shall have any personal economic or financial interest, directly or indirectly, in this Agreement or in any such subcontract except to the extent that such benefit is provided equally to all residents and/or businesses or persons in the Area. Further, no SSA Commission member, relative of an SSA Commission member, or their agent or employee shall be a Subcontractor or have any financial interest in any subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and will acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to this Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof or because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) (i) The City is subject to June 24, 2011 the "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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(vi) Contractor 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.

(vii) In the event of any communication to Contractor by a City employee or City official in violation of Section (v) above, or advocating a violation of Section (vi) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(c) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

4.06 Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a Financial Interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Section 2-156-030 by an elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.03 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (**"Covered Employees"**). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively **"Performing Parties"**) uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the **"Base Wage"**) for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above).

If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages [illegible] than the Prevailing Wage, then Contractor [illegible] other Performing Parties to pay the prevailing wage rates.

[illegible] the requirements of [illegible] this Agreement [illegible] 5 years.

[illegible] Internal Revenue [illegible] apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is in force, 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. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-governmental lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City encourages, through the passage of the MacBride Principles Ordinance, to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-56-030 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a), (b) or (c) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or wilful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason for which the Contractor is reasonably responsible;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedies available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

D. the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

E. [illegible]

F. [illegible]

G. The right to withhold all or any part of Contractor's compensation hereunder.

H. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement. [illegible] the City [illegible] the Services [illegible] Contractor [illegible] under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power [illegible] and every such right and power may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

[illegible] under this Agreement [illegible]

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor [illegible] in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance of the Services [illegible]

7.05 No Damages for Delay

The Contractor agrees that [illegible] Subcontractors shall make no claim against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

[illegible]

During the ninety (90) days [illegible] restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in [illegible], but if any compensation is described or provided for on the basis of a period longer than [illegible] days, then the compensation must be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties hereto and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner or their respective successors and assigns. The City shall incur no liability for additional services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or construction, the Contractor warrants that all design documents produced or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. 12102 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq. and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

[illegible]

8.09 Interpretation

[illegible]

8.10 Miscellaneous Provisions

[illegible]

8.11 Disputes

[illegible]

8.12 Contractor Affidavit

[illegible]

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 similar solicitation) for this Contract or Other Contract, or if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract or Other Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

"Covered Person" means a "person or entity" 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:
Special Service Area [illegible] Commission
[illegible] W. [illegible] Street
Chicago, Illinois [illegible]

Department of Planning and Development
City Hall, Room 1000

121 North LaSalle Street
Chicago, Illinois 60602
Attention: [illegible]

With a copy to: [illegible]
[illegible]
121 North LaSalle Street
Chicago, Illinois 60602
[illegible]

If to Contractor: Greater Southwest Development Corporation
2601 West 63rd Street
Chicago, Illinois 60629
Attention: Mr. Glenn Freeman

[illegible]

ARTICLE 10. CITY ACTION

In the event that there is no duly constituted SSA Commission during the term of this Agreement, the City may exercise all of the rights and obligations of the SSA Commission hereunder.

ARTICLE 11. MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit H. A copy of the PLA, with appendices, is also available on the City's website at http://www.cityofchicago.org/PLA. Contractor understands that it is subject to the requirements of the PLA and, if applicable, [illegible] Subcontractors [illegible] the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

Recommended by:

SSA Chairperson

[illegible]

By: ______________________________
Commissioner, Department of
Planning and Development
as of __________________, 20____

CONTRACTOR
By:________________________________
Its: ________________________________
Attested By:________________________
Its: ________________________________

State of
County of

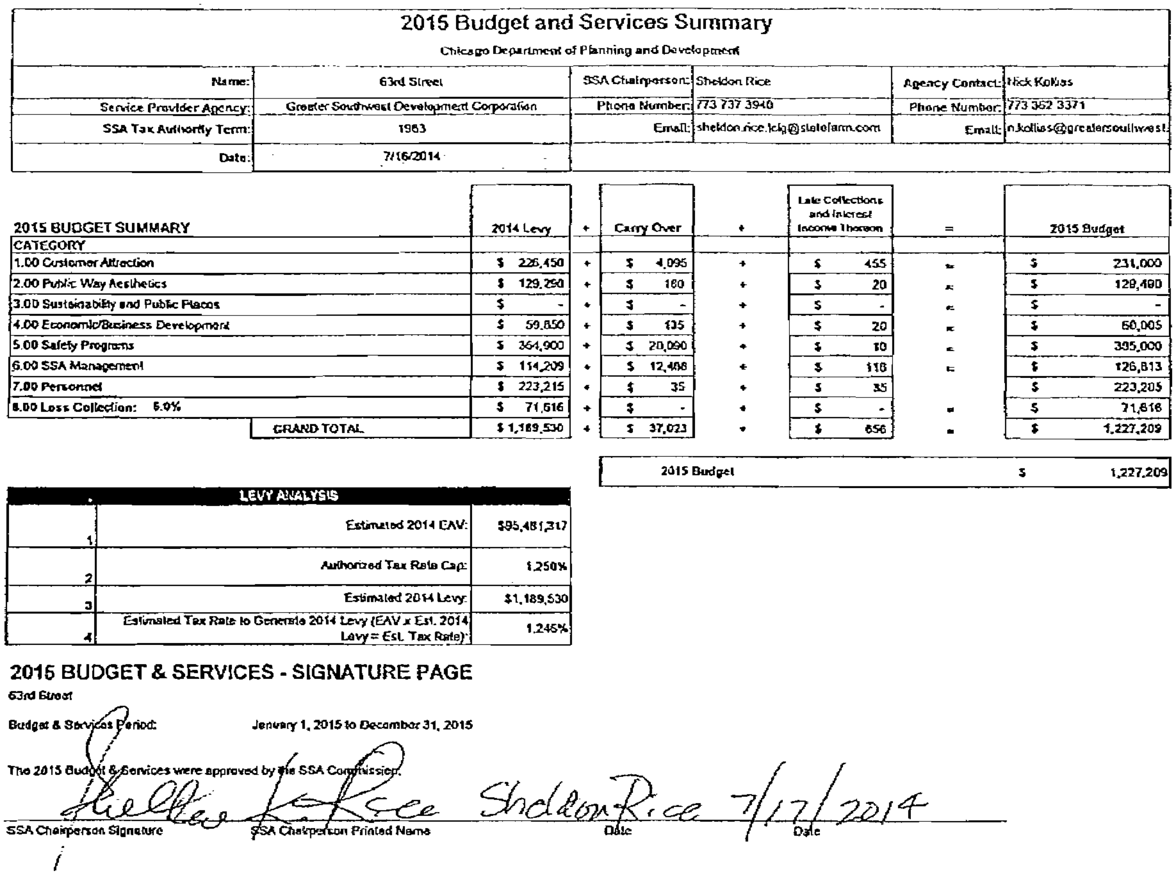
This instrument was acknowledged before me on ________ (date) by (name/s of person/s) as _____________ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 3 read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For Special Service Area No. 3)

Scope Of Services And Budget.



2015 Budget and Services Summary

Chicago Department of Planning and Development

Name:	63rd Street	SSA Chairperson:	Sheldon Rice	Agency Contact:	Nick Kollias
Service Provider Agency:	Greater Southwest Development Corporation	Phone Number:	773 737 3940	Phone Number:	773 362 3371
SSA Tax Authority Term:	1983	Email:	sheldon.rice.lclg@statefarm.com	Email:	n.kollias@greatersouthwest.
Date:	7/16/2014				

2015 BUDGET SUMMARY	2014 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2015 Budget
CATEGORY							
1.00 Customer Attraction	$ 226,450	+	$ 4,095	+	$ 455	=	$ 231,000
2.00 Public Way Aesthetics	$ 129,250	+	$ 160	+	$ 20	=	$ 129,480
3.00 Sustainability and Public Places	$ -	+	$ -	+	$ -	=	$ -
4.00 Economic/Business Development	$ 59,850	+	$ 135	+	$ 20	=	$ 60,005
5.00 Safety Programs	$ 364,900	+	$ 20,090	+	$ 10	=	$ 385,000
6.00 SSA Management	$ 114,209	+	$ 12,488	+	$ 116	=	$ 126,813
7.00 Personnel	$ 223,215	+	$ 35	+	$ 35		$ 223,285
8.00 Loss Collection: 6.0%	$ 71,616	+	$ -	+	$ -	=	$ 71,616
GRAND TOTAL	$ 1,189,530	+	$ 37,023	+	$ 656	=	$ 1,227,209

2015 Budget	$ 1,227,209

LEVY ANALYSIS		
1	Estimated 2014 EAV:	$95,481,317
2	Authorized Tax Rate Cap:	1.250%
3	Estimated 2014 Levy:	$1,189,530
4	Estimated Tax Rate to Generate 2014 Levy (EAV x Est. 2014 Levy = Est. Tax Rate):	1.246%

2015 BUDGET & SERVICES - SIGNATURE PAGE

63rd Street

Budget & Services Period: January 1, 2015 to December 31, 2015

The 2015 Budget & Services were approved by the SSA Commission.

Sheldon L. Rice Sheldon Rice 7/17/2014

SSA Chairperson Signature SSA Chairperson Printed Name Date Date

[illegible]
[illegible]
Special Service Area No. [illegible]

[illegible]
[illegible]

SECTION I -- GENERAL INFORMATION

A. [illegible]

[illegible]

[illegible]

[illegible]

[illegible] Applicant

B. [illegible] Disclosing Party

[illegible]
[illegible]
United States

C. Telephone

[illegible]

Fax

[illegible]

Email

[illegible]

G. Name of contact person

[illegible]

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

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow Greater Southwest Development Corporation to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA#3

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

[illegible]

Yes

[illegible]

[illegible]

Yes

[illegible]

Officer/Director: Mr. [illegible]
Title: [illegible]
Role: Both

Officer/Director: Ms. Catherine [illegible]
Title: Vice President
Role: Both

Officer/Director: Mr. [illegible]
Title: [illegible]
Role: Both

Officer/Director: Mr. [illegible]
Title: Secretary
Role: Both

Officer/Director: Mr. George [illegible]
Title: Director
Role: Director

Officer/Director: Mr. [illegible]
Title: Director
Role: Director

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

[illegible]

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. If yes, list below the names of all legal entities which are retained parties.

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible] United States
Relationship:	Subcontractor - non MWBE
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible] United States
Relationship:	Subcontractor - non MWBE
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Suite 200 [illegible], IL [illegible] United States
Relationship:	Subcontractor - non MWBE
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible], IL [illegible] United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$25,000
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible], IL [illegible] United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$10,000
Estimated/Paid:	Estimated

Name:	[illegible] Demolition
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Street Blue Island, IL 60406 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$17,500
Estimated/Paid:	Estimated

Name:	[illegible] Marketing Group
Anticipated/ Retained:	Anticipated
Business Address:	3428 S. Pulaski Rd Chicago, IL 60623 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$150,000
Estimated/Paid:	Estimated

Name: [illegible]

Anticipated/ Retained: Anticipated

Business Address: [illegible]
[illegible]
[illegible]

Relationship: [illegible]

Fees (US$ per hr.): [illegible]

Estimated/Paid: [illegible]

Name: [illegible]

Anticipated/ Retained: [illegible]

Business Address: [illegible]

[illegible]

Relationship: [illegible]

Fees (US$ per hr.): [illegible]

Estimated/Paid: [illegible]

Name: [illegible]

Anticipated/ Retained: [illegible]

Business Address: [illegible]
[illegible]
[illegible]

Relationship: [illegible]

Fees (US$ per hr.): [illegible]

Estimated/Paid: [illegible]

4. Has the Contracting Party entered into any [illegible] with the [illegible]

Yes

4. List below the names of all persons who are retained parties.

Name:	Mr. [illegible] Jeffrey [illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Ave Chicago, IL [illegible] United States
Relationship:	Subcontractor [illegible] MWBE
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable [illegible] directly or indirectly owns 10% or more of the Disclosing Party.

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I") (which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands that it must remain in compliance with Article I as a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

1. [illegible]

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

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

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

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

[illegible]

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

I have a disclosure to make

List below the names of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago:

Name:	Mr. Ghian Foreman
City Title:	Chicago Police Board Member

---

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

[illegible]

The Disclosing Party understands and agrees that:

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

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

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

[illegible]

[illegible]

F.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

NONE

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, I certify that I am authorized to execute this EDS and Appendix A on behalf of the Disclosing Party and that the information disclosed herein is true, accurate and complete as of the date furnished to the City.

/s/ [illegible]
[illegible]
[illegible]
[illegible]

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

[Certificate of Filing for the attached Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing
Economic Disclosure Statement And Affidavit

EDS Number: [illegible]
Certificate Printed on: [illegible]

Date of This Filing: [illegible]
Original Filing Date: [illegible]

Disclosing Party: Greater Southwest Development Corporation
Filed by: Mr. [illegible]

Title: Executive Director

Matter: Greater Southwest Development Corporation to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #[illegible]
Applicant: Greater Southwest Development Corporation
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Schedule 3
(To Service Provider Agreement For
Special Service Area No. 5)

Special Service Area No. 5

Insurance Requirements

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided

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, illness or disease.

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, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability

When any professional consultants (e.g., attorneys, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance coverage for acts, errors or omissions must be maintained with limits of not less than $500,000. 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 years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement against loss by dishonesty, robbery, theft, destruction or disappearance, computer fraud, credit card fraud, forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Sub-Exhibit A of this Agreement, attached hereto and incorporated by reference as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Sub-Exhibit B) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 4.

(To Service Provider Agreement For Special Service Area No. 3)

Special Service Area No. 3.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return

and perform all said Contract work, the insurance coverages and requirements specified below during all operations related to the Contract.

A. Insurance To Be Provided

1) Workers Compensation And Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Such coverage must include Endorsement CG 22 74. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), 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

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit B
(To Service Provider Agreement For
Special Service Area No. 3)

Prevailing Wages
(Page 1 of 9)

Cook County Prevailing Wage For
September 2014

[illegible]

[illegible] Exhibit 5
[illegible] Agreement For
Special Service Area No. [illegible]

[illegible]
Page [illegible]

[illegible]
[illegible] 2014

[illegible]

Attachment 5
to Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
(Page 3 of 5)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Attachment 5
(To Service Provider Agreement For
Special Service Area No. 3)

Financial Analysis
Page 4 of 5

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit [illegible]
(To Service Provider Agreement For
Special Service Area No. 2[illegible])

Prevailing Wages
(Page 5 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
2015 Service Provider Agreement For
Special Service Area No. 31

[illegible]
Page [illegible]

[illegible]

[illegible]

(Supplement 5)
(To Service Provider Agreement For
Special Service Area No. 31)

Prevailing Wages
(Page 7 of 9)

Electricians

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 41)

[illegible]
(Page 5 of [illegible])

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
To Service Provider Agreement For
Special Service Area No. 3

[illegible]
Page 5 of 9

[illegible]

[illegible]

(Sub)Exhibit "G"
(To Service Provider Agreement For
Special Service Area No. 31)

[illegible]

(SPECIMEN)

Know All Men by These Presents, That we

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D. 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. and Specification No. all in conformity with said contract, for

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract and its obligations, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who is employed by them or any of them in or about the performance of said contract, or which may accrue to the beneficiaries or dependents of any and every such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

[illegible]

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor or otherwise, shall have the right to sue on this Bond in the name of the City of Chicago for his or her use and benefit and in such suit said person as plaintiff shall file a copy of this Bond certified by the party or parties in whose charge this Bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this Bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550 as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he or she shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his or her right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completed work; any suit upon this Bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect the obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

(Seal)

Approved ______, 20__

______ (Seal)

______ ______ (Seal)
Purchasing Agent

(Seal)

Approved as to form and legality (Seal)

______ (Seal)
Assistant Corporation Counsel

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

[illegible]

[illegible]

Notary Public

SURETY IF CORPORATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

[illegible]

[illegible]

Notary Public

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

[illegible]

[illegible]

Notary Public

[illegible]

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For Special Service Area No. 3)

Contractor's Affidavit.

Contractor Name: ____________________

Special Service Area Number: ____________________

Agreement ("Agreement"): ____________________
Agreement between the City of Chicago and ____________________ dated ____________________, relating to the provision of special services.

Affidavit.

The undersigned, ____________________, as ____________________, and on behalf of ____________________, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of

County of

Sworn to and subscribed before me by
[name of signatory] as [title] of
[name of contracting party] this ___ day of ___, 20__

Signature of Notary

[Full Year Assessment Form referred to in this
Contractor's Affidavit unavailable
at time of printing.]

(Sub)Exhibit 8
To Service Provider Agreement For
Special Service Area No. X

Special Service Area -- Audit And Financial Requirements

Accounting System

The City requires that the Contractor maintain an accounting system in a manner which allows the Contractor's expenditures to be categorized in the same manner of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

b. Soundness of technical approach to the audit, indicating the meeting of the Contractor's specific deadlines and other requirements.

c. Qualifications of the CPA Firm.

d. Qualifications of the audit team.

e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

a. Proposals should be evaluated as submitted.

b. Make a list of strengths and weaknesses for each to support its technical rating.

c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

d. Ask questions of the bidders to eliminate any ambiguities.

e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

a. Audit scope, objectives and purposes.

b. Deadlines for the work to be performed.

c. Audit fees.

d. Report format, including providing a PDF digital version of the final audit.

e. Type and extent of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

f. Professional auditing standards to be followed in performing the audit.

g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9
(To Service Provider Agreement For
Special Service Area No. 3)

City Of Chicago

Multi-Project Labor Agreement

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between the City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors and subcontractors of whatever tier performing construction work on projects to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

WHEREAS, Owner is responsible for construction, demolition, rehabilitation, repair and renovation of real property located in Chicago, Illinois. [illegible] work [illegible] actually performed by the City of Chicago; the parties to this Agreement recognize that it is in their interest to have these Projects completed in the [illegible] [illegible], [illegible] economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

WHEREAS, the parties have determined that it is [illegible] to eliminate the potential for friction and disruption of the Projects by using their best efforts to ensure that all work is performed by the trade unions that are signatory hereto, and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that [illegible] be mutually beneficial, and [illegible] [illegible] the timely [illegible] of the Owner's Projects; and

WHEREAS, the Owner acknowledges that it has an interest and ongoing concern [illegible] relations associated with the Projects and the quality completion thereof [illegible] work stoppage [illegible] [illegible] the applicable [illegible] Agreement.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

> During the term of this Agreement, Owner or its representatives shall not contract or subcontract, or permit any other person, firm, company or entity to contract or subcontract, any [illegible] work [illegible] the Project work covered under this Agreement [illegible] the [illegible] jurisdiction of the signatory labor organization, to be performed at the site of construction, alteration, painting or repair [illegible] work except to a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement with the [illegible] the appropriate trade union [illegible] affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") [illegible] Trades Council [illegible] of all such [illegible] collective bargaining

agreement [illegible] Appendix A [illegible] Agreement [illegible] Project [illegible] $25,000.00 [illegible] of this Agreement. In the event of dispute [illegible] Master Project Labor Agreement to a particular project, the parties agree to submit such dispute to final and binding arbitration before an Arbitrator [illegible] mutually agreed to by the parties.

2 With respect to a Contractor or subcontractor who is not presently [illegible] signatory to the applicable collective bargaining agreement, the collective bargaining agreement covered by such Union shall be the relevant [illegible] agreement [illegible] wages, hours and other terms and conditions of employment.

3 During the term of this Agreement, [illegible] Project [illegible] engage in [illegible]:

4 During the term of this Agreement [illegible] officers, affiliates, agents, representatives, [illegible] authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, [illegible] at any Project [illegible] this Agreement for any reason whatsoever, including [illegible] Appendix A [illegible] collective bargaining agreement [illegible] Project. All [illegible] collective bargaining agreement [illegible] as long as [illegible] provided [illegible] collective bargaining agreement.

5 Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts [illegible] in this Paragraph [illegible] taking place [illegible] any [illegible] that it will use its best efforts [illegible] such [illegible] immediate cessation thereof.

6 Any [illegible] provisions of this Agreement [illegible] the provisions of this Agreement [illegible] discharge or discipline by a Contractor [illegible] shall be subject to the [illegible] procedure of the applicable collective bargaining agreement [illegible] employee [illegible] of this Agreement. If [illegible] established, [illegible] shall not be disturbed. Work at any Site covered under this Agreement [illegible] collective bargaining agreement [illegible]

4. The City's exclusive remedy [illegible] of this Agreement [illegible] the Unions [illegible] responsible [illegible] this Agreement [illegible].

5. This Agreement shall become effective [illegible] City of Chicago [illegible] subsequent to the [illegible] of this Ordinance authorizing [illegible] this Agreement by the City Council.

6. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional two (2) year term unless [illegible] between sixty (60) and [illegible] days prior to the expiration date.

10. In the event a dispute [illegible] the Project and any [illegible] labor organization [illegible] the appropriate collective bargaining agreement [illegible] the obligation [illegible] fringe benefit [illegible] collective bargaining agreement, upon project [illegible] applicable labor organization [illegible] benefit funds [illegible] regularly scheduled monthly payment [illegible] collective bargaining agreement [illegible] as herein provided.

11. In the event of a jurisdictional dispute [illegible] In the event of a dispute relating to [illegible] all parties, including the employees, contractors, subcontractors [illegible] the dispute shall [illegible].

12. Representatives of the affected Unions shall [illegible] hours after receiving [illegible] to resolve the dispute. In the event there is a dispute between local unions affiliated with the same International Union, the [illegible] International President [illegible] of the International Union [illegible] the parties [illegible].

13. If the dispute is not resolved [illegible] the Chicago [illegible] Council [illegible] which shall meet with the affected unions and [illegible] Agreement [illegible].

14. In the event that agreement is not reached through the proceedings contemplated by Paragraph 12 or 13 above, the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into the Agreement.

c. [illegible] Articles V, VI and VII of the [illegible] Trades Department model Project Labor Agreement.

[illegible]

d. [illegible]

e. [illegible]

17. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats ("Helmets") program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these veterans. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

The parties recognize the importance of facilitating one of the major objectives of the Apprenticeship & Training Initiative agreed to by the parties in a separate side letter [illegible] agreement applicable to employees of the Chicago [illegible] particularly [illegible] to [illegible] the [illegible] in conjunction with the Supplemental Agreement to the Multi-Project Labor Agreement between the signatory labor organizations and the City of Chicago [illegible] attached hereto as Appendix [illegible] and the [illegible] [illegible] with the [illegible] [illegible] and a [illegible] [illegible] the Chicago Building Trades Council [illegible] [illegible] [illegible] [illegible] the [illegible] [illegible] [illegible] providing [illegible] [illegible] [illegible] [illegible] the information provided for in Paragraph [illegible] of the Supplemental Agreement [illegible]. Upon execution of this Agreement, representatives of the City and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanisms [illegible] [illegible] [illegible] [illegible].

The parties hereby agree and acknowledge that the commitments set forth herein, including those in the attached Appendix [illegible], are interdependent. In the event the goals and commitments set forth in Appendix [illegible] are not being met, the City shall report this to the attention of the Chicago Building Trades Council ("Council") and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implementing necessary measures to remedy the failure. Should the Council's affiliate members fail to [illegible] [illegible] reasonably necessary to [illegible] these goals and commitments, the City may terminate this Agreement as of January 1, 2016. If, as of June 1, 2017, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to meet these goals and commitments, the City may at that time deliver written notice of its intent to terminate this Agreement on January 1, 2018. Upon delivery of such notice, the parties shall immediately meet to [illegible] and implement [illegible] [illegible] measures [illegible]. If the parties are unable to [illegible] [illegible], the City may [illegible] terminate [illegible] January 1, 2018.

The parties acknowledge the City's residency requirements for employees of contractors and subcontractors on the covered City of Chicago construction contracts. The parties also agree to cooperatively work and meet in compliance with these requirements and to work cooperatively to facilitate and work toward the achievement of said City's Residency requirements, including [illegible] [illegible] [illegible] [illegible] prospective contractors and subcontractors as well as the [illegible] undertakings [illegible] in this regard.

[illegible] The parties agree [illegible] Agreement shall be [illegible] said Project as permitted [illegible] Appendix "A".

15. This Agreement, with each of the Attachments, [illegible] the entire agreement of the parties and may not be modified [illegible] except by [illegible] of the parties.

16. All parties agree [illegible] Agreement.

The undersigned, as the [illegible] agree to all of the terms and conditions contained in this Agreement.

Dated this the [illegible] day of February, 201[illegible] at Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of

(Insert Name of Labor Organization)

Its Duly Authorized Officer

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 4.

[O2014-6815]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 4, amount to be levied: $83,987, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; 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, as further amended by an ordinance enacted by the City Council on July 27, 1988, and as further amended by an ordinance enacted by the City Council on November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 4 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of two percent (2%) 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 "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 95th Street, between Ashland Avenue on the east and Western Avenue on the west; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, maintenance, private security services, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 95th Street Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

95th Street Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$92,037
TOTAL BUDGET REQUEST:	$92,037
Source Of Funding	
Tax levy at an annual rate not to exceed two percent (2%) of the equalized assessed value of taxable property within Special Service Area Number 4	$83,987
Carryover funds currently available from prior tax years	$ 3,840
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$ 4,210

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $83,987 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with The 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area Number 4
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
The 95th Street Beverly Hills Business Association
Effective January 1, 2015 Through December 31, 2015.

This Agreement for the management of Special Service Area Number 4 is entered into on ____________, 2015 by and between The 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

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.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 4" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 2.50% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on ____________, 2014, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2015 for the provision of the Special Services in the Area and the City wishes to provide that the Contractor, beginning on January 1, 2015, and continuing until December 31, 2015, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings when used in this Agreement.

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"Construction" means any work or any aspect of a contracting type of public works as defined in 820 ILCS 130/2, such as land-clearing and building activities, including without limitation physical building improvements, installations and other fixed works, but does not include pre-construction work such as design and preparation of specifications.

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on October 31, 1983, as amended on May [illegible], 1984, July 27, 1988, November [illegible], [illegible], and any subsequent amendments thereto authorizing imposition of the Services Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Services Tax in prior years for the Area, and any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance, which is under the direction of the Comptroller and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a security firm currently certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any amendments thereto and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and to oversee the provision of the Special Services to the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the SSA Commission consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference and Steel Products

If the Contract is a public works contract, Contractor must comply, and must cause its Subcontractors to comply, by providing employment preferences as required in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 565/1 et seq.

3.04 Nondiscrimination

a. Contractor

i. Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying the Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

ii. State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

c. City Requirements

Contractor must comply with and abide by [illegible] Services Contractor provides under this Agreement must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

A. **Subcontractors**

Contractor will incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor's insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, at its own expense, indemnify and completely hold harmless the City Indemnitees from and against such Losses, regardless of whether Contractor has accepted the City's tender of the defense. The defense, indemnification and hold harmless obligations of the Contractor toward the City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section:

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, employees, agents and SSA Commission.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, demands, judgments, fines and damages, including without limitation any and all costs of defense, attorneys' fees, court costs, and expenses, including expert witness fees, whether in connection with injury, death or damage to property, patent or copyright infringement.

"Arising under this Agreement" means: (i) arising out of, under or in connection with this Agreement or arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; or (ii) arising out of or in connection with Contractor's performance or non-performance of this Agreement; or (iii) the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees or invitees, any of them, any of them in connection with this Agreement or any failure to meet any applicable standards of performance under this Agreement, or any breach of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on the amount of its indemnity that it would otherwise have by virtue of the Workers' Compensation Act or any other related law or judicial decision such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Workers' Compensation Act or the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by limits of liability related to other provisions of this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSA promptly in accordance with the time limits prescribed herein, and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such forms of controls, including, without limitation, the employment of a fiscal agent approved by the Commission, as determined by the Commissioner in his sole discretion, and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. Contractor must maintain any such records, including Deliverables not delivered to the City or demanded by the City for a period that is the longer of: (a) 5 years after the final payment made in connection with this Agreement; (b) 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j); or (c) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 14.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. To the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the

Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services of this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment by will of the SSA contracts are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor must be a Security Firm licensed by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage in Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work whose expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 5 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed by the City to be insufficient security for the penalty of the bond, then the City may, on giving 15 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City and if so required, the Contractor must promptly provide such bond.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the sum of (a) $85,957 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2014, whichever is less; (b) the total amount of Surplus Funds in the amount of $1,880, which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; and (c) Late Collections in an amount not to exceed $4,200. The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $92,037.

5.02 Budget for Services

The Contractor, in conjunction with the SSAC, has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $92,037, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account (the "Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is and the wire transfer and the Account numbers are

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Service.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number ______ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, its Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of

[illegible] 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. [illegible] "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

[illegible] Contractor [illegible] the Department [illegible] requirements.

[illegible] Contractor acknowledges and [illegible] Subcontractor [illegible] the requirements of Chapter 2-55 of the Municipal Code of Chicago [illegible] with the Office of the Legislative Inspector General [illegible] understands and will abide by the terms of Section 2-55-[illegible] of the Municipal Code of Chicago. [illegible] Contractor [illegible] as defined in Section 2-92-[illegible] of the Municipal Code of Chicago [illegible] maintain its principal place of business in the City of Chicago as required by Section 2-92-[illegible] of the Municipal Code of Chicago [illegible] for the term of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement and Affidavit ("EDS") and Affidavit, Financial Relationships with Elected City Officials and Department Heads ("Affidavit"), which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting an updated EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement, or any related subcontract pertains, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract.

except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or director of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) (i) The City is subject to June 24, 2011 the "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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-Exempt positions on the basis of political reasons or factors.

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

(c) Contractor 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 Contractor by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

6.06 Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sec. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2080 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above

If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered employees are higher than the Base Wage, then Contractor must pay all Covered Employees the prevailing wage rate.

(v) Contractor must include provisions in all Subcontracts requiring its Subcontractors to pay their Covered Employees no less than the Base Wage for Services performed under this Agreement. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(vi) Not-for-Profit Corporations: If Contractor is a corporation having full tax exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (i) through (v) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, 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. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 5, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

(1) Failure to commence, or to complete any portion of the Services due to a reason or circumstance within the Contractor's reasonable control;

(2) Failure to perform the Services in a manner satisfactory to the City;

(3) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;

(4) Discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) Failure to comply with any other material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

B. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying the default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of the Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services, or any part thereof, as agent for and at the cost of the Contractor, either directly or through others. The Contractor will have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.

b. The right of specific performance, an injunction or any other appropriate equitable remedy;

c. The right to money damages;

d. The right to withhold all or any part of the Contractor's compensation hereunder;

e. The right to deem the Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more Events of Default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right or power accruing upon any Event of Default impairs any such right or power, nor is it a waiver of any Event of Default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

7.03 Right to Offset

The City reserves its rights under Section 2-92-380 of the Municipal Code of Chicago and the Contractor shall comply with that Section to the extent it applies.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members in a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or fees incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

[illegible] early termination [illegible] the City may at any time [illegible] this Agreement, or any portion of the Services [illegible] of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Services in full, all Services [illegible] under this Agreement [illegible] in the process of completion shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement may be executed in several identical counterparts, each of which when executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their respective successors and assigns. The City shall incur no liability for any additional services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or herein after in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all plans and designs produced and/or used under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq. and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must, and the City may, bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes Between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City [illegible] and May 1 of each year [illegible] Goods and Services provided for the prior year. The Contractor must also provide [illegible] City, [illegible] June 1 of each year, a Half-Year Assessment. The forms of this Affidavit and Half Year Assessment are attached as Exhibit [illegible] and incorporated by reference.

8.15 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #[illegible] Commission
2130 W. 95th Street
Chicago, Illinois 60643

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street

Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

The 95th Street Beverly Hills Business Association
2100 W. 95th Street
Chicago, Illinois 60643
Attention: Ms. Erin Ross

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement (**"PLA"**) with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

____
SSAC Chairperson

CITY OF CHICAGO

By: ______________________________
Commissioner, Department of
Planning and Development
as of ________________, 20____

CONTRACTOR
By:______________________________
Its: ______________________________
Attested By:_______________________
Its: ______________________________

State of
County of

This instrument was acknowledged before me on ________ (date) by (name/s of person/s) as ____________ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 4 read as follows:

[illegible]

To Service Provider Agreement For
Special Service Area No. 4

2015 Operating Plan And Budget

2015 Budget and Services Summary

[illegible]

9 of 13

2015 SSA WORKSHEET

Chicago Department of Planning and Developm

SSA Name:	SSA #4 - 95th Street		Date:	6/10/2014
Service Provider Agency:	95th Street Beverly Hills Business Association		SSA Tax Authority Term:	Jan. 1, 2015-Dec. 31, 2015

2015 SIGNATURE PAGE

95th Street Beverly Hills Business Association

For the 2015 Work Plan & Assessment

Work Plan Period: January 1, 2015 to December 31, 2015

The attached 2015 Work Plan & Assessment document was approved by the SSA Commission.

SSA Chairperson Signature

Dennis M. Heywood

SSA Chairperson Printed Name

7/19/2014

Date

[illegible]
To Service Provider Agreement For
Special Service Area No. [illegible]

City Of Chicago
Economic Disclosure Statement And Affidavit

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

[illegible]

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

[illegible] North [illegible] Street
Chicago, IL [illegible]
United States

C. Telephone:

[illegible]

Fax:

[illegible]

Email:

[illegible]

D. Name of contact person:

[illegible]

[illegible]

[redacted]

[illegible]

[illegible]

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

[illegible]

[illegible]

[illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: Both

Officer/Director: [illegible]

Title: Vice President

Role: Both

Officer/Director: [illegible]

Title: Vice President

Role: Both

Officer/Director: [illegible]

Title: Secretary

Role: Both

Officer/Director: [illegible]

Title: Treasurer

Role: Both

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: Executive Director

Role: Both

1.a.5 Are there any members of the non-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. [illegible]

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. If yes, please list below the names of all legal entities which are retained parties.

Name:	[illegible]
Anticipated/ Retained:	Retained
Business Address:	[illegible] [illegible], IL [illegible], United States
Relationship:	Other
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Retained
Business Address:	[illegible] Avenue Chicago, IL [illegible], United States
Relationship:	Attorney
Fees ($$ or %):	[illegible]
Estimated/Paid:	Paid

Name: [illegible]

Anticipated/ Retained: Retained

Business Address: [illegible]

[illegible]

Relationship: Other

Fees ($$ or %): [illegible]

Estimated/Paid: Estimated

Name: [illegible]

Anticipated/ Retained: Retained

Business Address: [illegible] Company

Marengo, IL [illegible] United States

Relationship: Other

Fees ($$ or %): $24,500

Estimated/Paid: Estimated

Name: [illegible] Associates

Anticipated/ Retained: Retained

Business Address: [illegible] St

Chicago, IL 60642 United States

Relationship: Other

Fees ($$ or %): $150

Estimated/Paid: Estimated

Name: [illegible]

Anticipated/ Retained: Retained

Business Address: P.O. Box 213

[illegible], IL 60454 United States

Relationship: Other

Fees ($$ or %): $4,550

Estimated/Paid: Estimated

Name: [illegible]

Business Address: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

a. [illegible]

b. [illegible]

[illegible]

4. Neither the Disclosing Party, nor any Affiliated Entity [illegible]

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

[illegible]

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

[illegible]

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

[illegible]

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party is not a financial institution as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

[illegible]

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment to this EDS. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

2. [illegible] above [illegible]

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

If the Matter is federally funded [illegible] For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS [illegible] by the Disclosing Party [illegible] City to verify the accuracy of any information submitted in this EDS.

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

[illegible]

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 [illegible]

2. If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

[illegible]

3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

[illegible]

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

[illegible]

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

[illegible]

List of vendor attachments uploaded by City staff:

None.

List of attachments uploaded by vendor:

None.

CERTIFICATION

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

June 26, 2014
Mrs. Erin Ross
Executive Director
The 95th Street Beverly Hills Business Association

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

[illegible]

Certificate Of Filing
(To Economic Disclosure Statement And Affidavit)

EDS Number: [illegible]
Certificate Printed on: 08/21/2014

Date of This Filing: 08/20/2014 11:51 AM
Original Filing Date: 08/15/2014 12:42 PM

Disclosing Party: The 95th Street Beverly Hills Business Association
Filed by: [illegible]

Title: Executive Director

Matter: To renew the 95th Street Beverly Hills Business Association's SSA service provider agreement with the City of Chicago in order to provide special services within SSA #4
Applicant: The 95th Street Beverly Hills Business Association
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 4)

Special Service Area No. 4.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultants (e.g., CPAs, attorney, architects, engineers) 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. 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 years.

h) Crime

The Contractor is responsible for all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms

If the Contractor enters into a subcontract with a Security Firm, such security firm must be licensed by State of Illinois, and the security firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Schedule A of this Agreement attached hereto and incorporated by reference as though fully set forth herein.

C. Additional Requirements

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Schedule ___) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area No. 4)

Special Service Area No. 4.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit [illegible]
To Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
Page 1 of 3

Cook County Prevailing Wage For
September 2014

[illegible]

Schedule 5
to Service Provider Agreement for
Special Service Area No. 4?

Prevailing Wages
Page 2 of ?

Cook County Prevailing Wages for
September 2014

[illegible]

(Sub)Exhibit "A"
(To Service Provider Agreement For
Special Service Area No. 4[illegible]

[illegible]
(Page 3 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
[illegible]
Special Service Area No. 4

[illegible]
Page [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 4)

Prevailing Wages
(Page 6 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 3
(To Service Provider Agreement For
Special Service Area No. 4)

Prevailing Wages
(Page 6 of 8)

Explanations

[illegible]

[illegible]

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To Service Provider Agreement For
Special Service Area No. 4

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Page [illegible]

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To Service Provider Agreement For
Special Service Area No. 4

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Page [illegible]

[illegible]

[illegible]

(Sub)Exhibit E
(To Service Provider Agreement For
Special Service Area No. 4[illegible])

[illegible]
(Page 3 of 5)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Exhibit 5
To Service Provider Agreement For
Special Service Area No. 4

Contractor's Performance And Payment Bond

(Specimen)

Know All Men by These Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety,

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D. 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. ______ and Specification No. ____ all in conformity with said contract, for:

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract, and its part in all the particulars according to the terms and provisions of said contract, and all the covenants and agreements thereof, in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assigns, Subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherein said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every person [illegible] to each and every person who shall be employed by the said Contractor or by its assigns and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall ensure that all the Contractor's subcontractors shall pay all claims and demands whatsoever which may accrue to each and every person who shall be employed by them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Diseases Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be void, otherwise to remain in full force and effect.

[illegible]

[illegible]

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

(Seal)

Approved ______ 20__

(Seal)

Purchasing Agent

(Seal)

(Seal)

Approved as to Form and Legality

(Seal)

Assistant Corporation Counsel

(Seal)

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

[illegible]

SURETY IF CORPORATION

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

[illegible]

PRINCIPAL IF INDIVIDUAL

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

[illegible]

Rider
To Contractor's Performance And Payment Bond

This Rider supplements Contractor's Performance and Payment Bond ("Bond") for that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a unilateral assignment of the contracts with Contractor to the City. The Contract further grants the City the right, upon the Contractor's default for failure to comply with Chapter [illegible] of the Municipal Code of the City and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City in its sole discretion exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under this Bond.

Schedule D
To Service Provider Agreement For
Special Service Area No. 4

Contractor's Affidavit

Contractor's Name: ____

Special Service Area Number: ____

Agreement: Agreement

Agreement between the City of Chicago and ____ dated ____ relating to the provision of special services

Affidavit

The undersigned ____ as ____ and on behalf of ____ (having been duly sworn under oath certifies that in the year ____ it performed the Services described in Sub-Exhibit A of the Agreement in accordance with the terms of the Agreement to the extent described in the attached Full Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Sub-Exhibit A to the extent designated in the attached Full Year Assessment Form. The Full Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit shall be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that the same are true and correct.

Name of Contractor

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of ____________________

County of ____________________

Signed and sworn to before me by ____________________ (name of signatory) as ____________________ (title) of ____________________ (name of contracting party) this ____ day of __________, 20__.

Signature of Notary

[Full Year Assessment Form referred to in this
Contractor's Affidavit unavailable
at time of printing.]

(Sub)Exhibit "E".
To Service Provider Agreement For
Special Service Area No. [illegible]

Special Service Area Audit And Financial Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its Statement of Activities according to the Line Item categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

  b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

  c. Qualifications of the CPA Firm.

  d. Qualifications of the audit team.

  e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

  a. Proposals should be evaluated as submitted.

  b. Make a list of strengths and weaknesses for each to support its technical rating.

  c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

  d. Ask questions of the bidders to eliminate any ambiguities.

  e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

  a. Audit scope, objectives and purposes.

  b. Deadlines for the work to be performed.

  c. Audit fees.

  d. Report format, including providing a PDF digital version of the final audit.

  e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

  f. Professional auditing standards to be followed in performing the audit.

  g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9
(To Service Provider Agreement For
Special Service Area No. 4)

City Of Chicago

Multi-Project Labor Agreement

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatever tier performing construction work on any project [illegible]. This Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for the construction, renovation, rehabilitation, maintenance and removal of real property located in Chicago, Illinois. This is the [illegible] and [illegible] performance of [illegible] work performed by the City of [illegible] the parties to this Agreement [illegible] deem it in their interests to have these Projects completed in the most timely, productive, economical and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory herein and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven that such a labor agreement, and that such special needs may [illegible] and if possible [illegible], and that the [illegible] the Owner of the project; and

Whereas, the Owner acknowledges that it has a serious and ongoing interest in the labor relations associated with the Projects [illegible] complete [illegible] of a collective bargaining relationship with any of the signatory labor organizations.

NOW, THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner, its representatives and its agents shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehabilitation or [illegible] work within the Project work covered under this Agreement or within the trade jurisdictions of the signatory labor organizations, to be performed at the Site of construction or off the Site for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body [illegible] affiliate of the Chicago & Cook County Building & Construction Trades Council [illegible] or the Teamsters Joint Council No. 25 [illegible] collective bargaining [illegible],

[illegible] Agreement [illegible] Project Labor Agreement [illegible] dispute to final and binding arbitration before an [illegible] who shall be mutually agreed upon by the parties.

2. With respect to a Contractor or Subcontractor [illegible] signatory to the applicable collective bargaining agreement, the [illegible] by said parties [illegible].

3. During the term of this Agreement, [illegible]

4. During the term of this Agreement, [illegible] Agreement [illegible] Appendix A. [illegible] collective bargaining agreement [illegible] collective bargaining agreement.

5. Each Union [illegible]

6. Any employee [illegible] of this Agreement shall [illegible] collective bargaining agreement [illegible] of this Agreement. [illegible] shall not be [illegible]. Work at any Site covered under this Agreement shall continue without [illegible] Grievance or Arbitration procedure.

7. The parties expressly authorize [illegible] the Agreement [illegible] party [illegible] approval [illegible]

8. This Agreement shall become effective [illegible] Request [illegible] parties [illegible] by the City of Chicago [illegible] with respect to the satisfaction of the Ordinance [illegible] Approved by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties [illegible] between sixty (60) and ninety (90) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor on the Project and any signatory labor organization [illegible] the appropriate collective bargaining agreements [illegible] fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor or subcontractor [illegible] fringe benefit fund [illegible] the contractor or subcontractor [illegible] withhold [illegible] from the contractor or subcontractor [illegible] agreement [illegible].

11. In the event of a jurisdictional dispute [illegible] all necessary steps [illegible] the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute will be resolved as follows:

11.1 Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (If the dispute is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, of the International Union shall constitute a final and binding decision and determination as to the jurisdiction of the work.)

11.2 If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council which shall meet with the affected trades within forty-eight (48) hours in an attempt to resolve the dispute. An agreement reached at this step shall be final and binding.

11.3 If no settlement agreement is reached during the proceedings contemplated by Paragraph 11.1 or 11.2 above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix B and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and made a part of all collective bargaining agreements between the Parties signatory hereto, and shall be interpreted so as to supersede, in the event of any inconsistency between this Agreement and any such collective bargaining agreement, the terms of such agreement, with the exception that all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department Model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maximize efforts and cooperation to resolve disputes so as to minimize the potential of labor and operating disruptions under this Agreement. To that end, each party hereby agrees to cooperate in the implementation of this Agreement and to resolve any problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problem. The representatives of the signatory unions shall be Thomas M. Villanova, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors, agree that the applicable substance abuse policy (on drugs, alcohol, etc.) applicable to the employees working on the covered Project shall be the substance abuse testing provided for in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in this Agreement shall limit the Owner's or the General Contractor's, its contractors or subcontractors' right to their own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owner and/or General Contractor may apply.

16. [illegible]

[illegible]

[illegible]

[illegible]

[illegible] Agreement [illegible] said Project [illegible] set forth in Appendix "C".

14. This Agreement [illegible] agreement of the parties [illegible] of the parties.

15. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the lawful [illegible] to the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 6th day of February, 2014 in Chicago, Cook County, Illinois.

On behalf of [illegible]:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of:

(Insert Name of Labor Organization)

Its Duly Authorized Officer

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 7.

[O2014-6819]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 7, amount to be levied: $123,357, 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 Burke abstains pursuant to provisions of 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, Pope, 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 -- 49.

Nays -- None.

Alderman Pope 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, 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 (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On June 26, 1985, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 7 (the "Initial Area") to provide special governmental services in the Initial Area in addition to services provided generally by the City of Chicago (the "City") and authorized the levy of a special annual services tax not to exceed an annual rate of 2.5 percent of the equalized assessed value of the taxable property within the Initial Area to provide such services (the "Initial Levy Period"); and

WHEREAS, On August 28, 1986, the City Council enacted an ordinance, as amended by an ordinance enacted by the City Council on December 15, 1992, which again established a special service area known and designated as City of Chicago Special Service Area Number 7 (the "Second Area") to provide special governmental services in the Second Area in addition to services provided generally by the City, authorized the levy of an annual services tax not to exceed an annual rate of five percent of the equalized assessed value of all property within the Second Area to provide such services for an additional period of 10 years (the "Second Levy Period"), enlarged the boundaries of the Initial Area, authorized the issuance of bonds and effectively terminated the Initial Levy Period; and

WHEREAS, The Second Levy Period has expired; and

WHEREAS, On November 8, 2006, the City Council enacted an ordinance, as amended by an ordinance enacted by the City Council on November 15, 2008 (collectively, the "Establishment Ordinance"), which again established a special service area known and designated as City of Chicago Special Service Area Number 7 (the "Area") to provide special governmental services in the Area in addition to services provided generally by the City (the "Special Services"), authorized the levy of an annual services tax (the "Services Tax") beginning in 2006 through and including 2025 not to exceed an annual rate of 0.98 percent of the equalized assessed value of all property within the Area to provide such services for an additional period of 20 years; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by 47th Street on the north, 49th Street on the south, Central Park Avenue on the west, and Kedzie Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, the recruitment and promotion of new businesses to the Area and retention and promotion of existing business within the Area, financing of storefront facade improvements, security programs and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Kedzie Industrial Tract Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sum and by the levy of the Services Tax indicated in the amounts and for the purposes necessary to provide the Special Services in and for the Area, indicated as follows:

Kedzie Industrial Tract Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$132,557
TOTAL BUDGET REQUEST:	$132,557
Source Of Funding	
Tax levy at an annual rate not to exceed 0.98 percent of the equalized assessed value of the taxable property within Special Service Area Number 7	$123,357
Carryover funds currently available from prior tax years	$ 7,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$ 2,200

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $123,357 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
To Ordinance

Agreement For Special Service Area No. [illegible]
Between
The City Of Chicago
(Represented By The Special Service Area Commission)
And
Back Of The Yards Neighborhood Council
Effective January 1, 2015 Through December 31, 2015

This Agreement for the management of Special Service Area Number [illegible] is entered into on [illegible], 2015 by and between Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and The City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

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.*; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number [illegible]" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual *ad valorem* real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed [illegible] of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (as hereafter defined); and

WHEREAS, the City Council on [illegible], 2014 authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2015 for the provision of the Special Services in the Area, and the City wishes to provide the Contractor, beginning on January 1, 2015 and continuing until December 31, 2015, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement and to provide the Special Services to the City's satisfaction; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached hereto and incorporated herein by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"Construction" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building facade improvements, including, but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work, design and preparation of specifications.

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on November 8, 2005 and any subsequent amendments thereto authorizing imposition of the Services Tax and setting forth the Special Services to be provided in the Area.

"Late Collections" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Services Tax in prior years of the SSA, except for any interest income on such revenue.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1, Scope of Services & Budget, of this Agreement and any services related thereto and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the body established pursuant to the Establishment Ordinance to propose the Budget, identify a Contractor, and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the Special Services contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a similar scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts to assure timely and satisfactory rendering and completion of the Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall maintain sufficient business administrative and service staff to conduct and complete the Services as described herein.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it must, and shall require all of its Subcontractors to, comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit [illegible] to this Agreement, which is incorporated by reference as though fully set forth herein.

c) Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in construction, it shall comply, and shall cause all of its Subcontractors to comply, by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Veterans Preference Act, 330 ILCS 55/0.01 et seq.; and the Steel Products Procurement Act, 30 ILCS 565/0.01 et seq.

3.04 Nondiscrimination

a) Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

B. **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward the Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06:

"**City Indemnitees**" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision, and (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement, including the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees, any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement, or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and, if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to accept, at its own expense, such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports to provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services. Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement (or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the retention period without notification to and written approval from the City in accordance with Article 10.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements of Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Section 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to quantify or determine the separately overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 5.07 is an event of default under Section 9.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

5.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such permission or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services of this Agreement.

All Subcontracts and all approvals of Subcontractors and any assignment to which the SSAC consents shall, regardless of their form, be deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor must submit the name and address of the Security Firm and furnish the SSAC and the Department with a copy of the executed subcontract for approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and shall, in a timely manner consistent with the Timeline, obtain or cause to be obtained, at its own expense, all permits, licenses, authorizations and approvals as are necessary for the performance of Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries to persons, shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third parties resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's construction activities under this Agreement, and the Contractor shall repair such damage to a commercially acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work whose expenditures exceed $100,000, it shall, not later than the date the Contractor commences such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications) by a surety or sureties acceptable to the City. The performance bond shall be in the form attached as Exhibit [illegible] hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail to make such bond or are deemed to be insufficient security for the penalty of the bond, then the City may, by giving fifteen (15) days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and the Contractor shall thereupon promptly provide such bond.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015 or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the sum of (a) $124,357 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2014, whichever is less, (b) the total amount of Service Funds in the amount of $7,000, which are being carried over from previous program years and which Contractor hereby acknowledges are in its possession, and (c) Late Collections in an amount not to exceed $1,200; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $132,557.

5.02 Budget for Services

The Contractor, in conjunction with the SSAC, has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all Services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $132,557, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide along with the invoices such additional documents, as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall maintain a separate and exclusive account in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Commission. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and all payments from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and a sample check from the bank which shows the signatories of the Contractor's authorized representatives. The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is and the wire transfer and the Account number are .

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number and are subject to the availability of funds therein.

5.06 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify the Contractor of that occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services;

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code;

E. That it, all Subcontractors and their respective officers, directors, agents, partners and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith;

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement;

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default;

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of

Contractor, 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediate entities) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is 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.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to the creation of the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-156-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which the contract is voidable and grounds for termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement ("EDS") and Affidavit ("Familial Relationships with Elected City Officials and Department Heads"), which is attached hereto as Exhibit 2C and incorporated by reference as if fully set forth herein. Contractor will apprise the Department promptly of any changes to the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government and no other officer, employee, SSAC member or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertains, and no relative of any SSAC member, shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such contract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSMC member, relative of any SSMC member, City official, agent or employee shall be a Subcontractor or have any financial interest in the Services, or be any owner or shareholder of the Contractor, or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to this Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) Shakman: The City is subject to 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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(c) Contractor 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 Contractor by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

6.06 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects or receives any increase in compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any Business Relationship that creates a Financial Interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Section 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance

a. Section 2-92-610 of the Municipal Code of Chicago provides for a Living Wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively, "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour. Each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above).

If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements

During the period while this Agreement is executory, 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. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to other warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has is illegally employed as an unregistered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreements to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to 2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within the Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

b. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

c. The right of specific performance, an injunction or any other appropriate equitable remedy;

d. The right to money damages;

e. The right to withhold all or any part of Contractor's compensation hereunder;

f. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance of the Services upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its Affiliates, third party entities and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement, or any portion of the Services to be performed under it, at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate this Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply in all respects with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or construction, the Contractor warrants that all designs/plans produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq. and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any; orderly demobilization of its operations in connection with the Services; uninterrupted provision of Services during any transition period; and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and are not to define or limit the provisions hereof. Words of any gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 806, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSA by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide, to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and services provided for the prior year. The Contractor must also provide to the City, no later than June 1st of each year, a Half-Year Assessment. The forms of this Affidavit and Half-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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 Contract, and under any Other Contract for which no opportunity or entity will be voided. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates the provisions of Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid, addressed as follows:

If to the City: Special Service Area #7 Commission
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609

Department of Planning and Development
City Hall, Room 1000

121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: Back of the Yards Neighborhood Council
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609
Attention: Mr. Craig Chico

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10. CITY ACTION

In the event that there is no duly constituted SSA Commission during the term of this Agreement, the City assumes all of the rights and obligations of the SSA Commission hereunder.

ARTICLE 11. MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects contained in the PLA. A copy of the PLA, without appendices, is attached hereto as Exhibit 10. A copy of the PLA with appendices may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

____
SSAC Chairperson

CITY OF CHICAGO

By: ____________________________
Commissioner, Department of
Planning and Development
as of ________________, 20____

CONTRACTOR
By: ____________________________
Its: ____________________________
Attested By: ________________________
Its: ____________________________

State of
County of

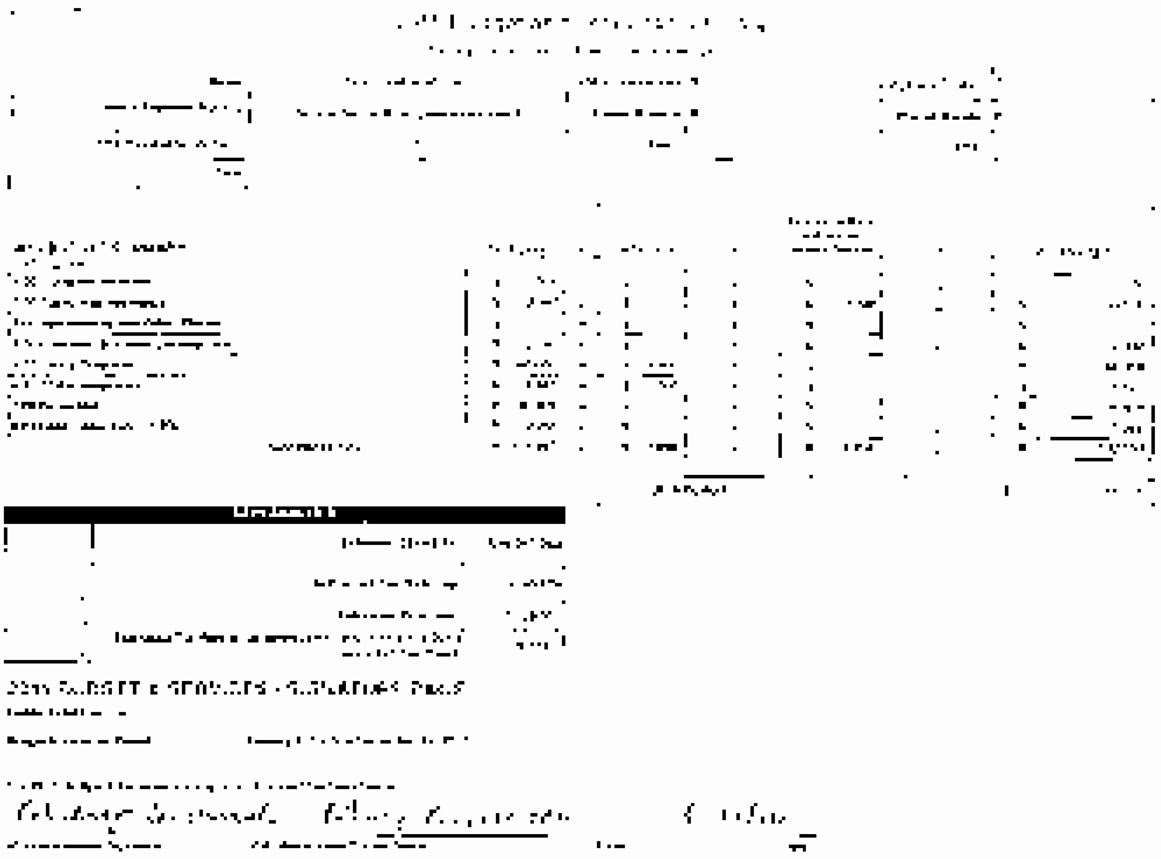
This instrument was acknowledged before me on ________ (date) by (name/s of person/s) as ______________ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 7 read as follows:

(Sub)Exhibit 1
To Service Provider Agreement For
Special Service Area No. 7

Scope Of Services And Budget



2015 BUDGET & SERVICES - SIGNATURE PAGE

(Sub)Exhibit C
To Service Provider Agreement For
Special Service Area No. [illegible]

City Of Chicago
Economic Disclosure Statement And Affidavit

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS

[illegible]

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

[illegible]
[illegible]
[illegible]
[illegible]

C. Telephone:

[illegible]

Fax:

[illegible]

Email:

[illegible]

D. Name of contact person:

[illegible]

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

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow the Back of the Yards Neighborhood Council to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #7.

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

[illegible] PARTY [illegible]

[illegible]

[illegible] who have the power to elect the [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: Mr. [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: Director

Role: Director

Officer/Director: [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: Mr. [illegible]

Title: Director

Role: Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Emerald Security Services, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	8542 S. Pulaski Chicago, IL 60652 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$66,000
Estimated/Paid:	Estimated

Name:	Cary J. Hall & Associates, LLC
Anticipated/ Retained:	Anticipated
Business Address:	3808 North Central Chicago, IL United States
Relationship:	Accountant
Fees ($$ or %):	$6,000
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

No person directly or indirectly owns 10% or more of the Disclosing Party.

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

[illegible]

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

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

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

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

`I certify the above to be true`

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

`I certify the above to be true`

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information about the responses in your disclosure. If you have any attachments, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

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

/s/ 08/14/2014
Mr. Craig Chico
President & CEO
Back of the Yards Neighborhood Council

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing
(To Economic Disclosure Statement And Affidavit)

EDS Number: [illegible]
Certificate Printed on: 08/14/2014

Date of This Filing: 08/14/2014 [illegible] AM
Original Filing Date: 07/25/2014 04:14 PM

Disclosing Party: Back of the Yards Neighborhood Council
Filed By: Mr. Craig Chico

Title: President & CEO

Matter: [illegible] the Back of the Yards Neighborhood Council to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA [illegible]
Applicant: Back of the Yards Neighborhood Council
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting: https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Schedule [illegible]
(To Service Provider Agreement For
Special Service Area No. [illegible])

Special Service Area No. [illegible]

[illegible] Insurance Requirements

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided

1) Workers Compensation And 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, illness or disease.

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, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability

When any professional consultants (i.e., CPAs, attorneys, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $500,000. 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 years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For Special Service Area No. 7)

Special Service Area No. 7.

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 7)

Prevailing Wages
(Page 1 of 9)

*Cook County Prevailing Wage For
September 2014*

[illegible]

[illegible]
To Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
(Page 2 of 9)

[illegible]
September 2014

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. [illegible])

[illegible]
(Page 3 of 9)

[illegible]

[illegible]

(Sub)Exhibit 5
The Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
(Page 4 of 5)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 7)

[illegible] Waiver
(Page 5 of 9)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. [illegible])

Prevailing Wages
(Page 6 of [illegible])

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
To Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit "B"
(To Service Provider Agreement For
Special Service Area No. 71)

Operating Budgets
(Page 8 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit "A".

(1) Service Provider Agreement For

Special Service Area No. 41

[illegible]

Page [illegible] of [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Exhibit [illegible]

(To Service Provider Agreement For
Special Service Area No. 7)

[illegible] Payment Bond

SPECIMEN

Know All Men by These Presents, That we

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D. 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO bearing

Contract No. and Specification No. ___ _ all in conformity with said contract, for

The said contract is incorporated herein by reference as though fully set forth herein, including without limitation any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract [illegible] the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and [illegible] the City of Chicago [illegible] apparatus used in the performance of said contract, and in case of default, shall pay to said City the sum or sums of money determined by the Purchasing Agent [illegible] of the requirements of said contract [illegible] and shall pay all claims and demands [illegible] and every person who shall be employed by the said Contractor [illegible] about the performance of said contract [illegible] and shall [illegible] about the performance of said contract [illegible] under the provisions of the Workers' Compensation Act [illegible] in full force and effect.

[illegible]

[illegible]

[illegible]

(Seal)

Approved ________ 20

(Seal)

Purchasing Agent

(Seal)

(Seal)

Approved as to Form and Legality

(Seal)

Assistant Corporation Counsel

(Seal)

PRINCIPAL CORPORATION

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

[illegible]

SURETY CORPORATION

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

[illegible]

PRINCIPAL INDIVIDUAL

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

[illegible]

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For Special Service Area No. 7)

Contractor's Affidavit.

Contractor Name: ______________________________

Special Service Area Number: ______________________________

Agreement ("Agreement"): ______________________________
Agreement between the City of Chicago and ______________________ dated ______________________, relating to the provision of special services.

Affidavit.

The undersigned, ____________________, as ____________________, and on behalf of ____________________, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

____
Signature of Authorized Officer

____
Name of Authorized Officer
(Print or Type)

State of __________________________

County of ________________________

Sworn to and acknowledged before me by ___________________________________ [name of signatory] as ___________________ [title] of _________________________ [name of contracting party] this ____ day of ___________, 20__.

____
Signature of Notary

[Full-Year Assessment Form referred to in this
Contractor's Affidavit unavailable
at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area No. 7)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

   f. Professional auditing standards to be followed in performing the audit.

   g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit "9"
(To Service Provider Agreement For
Special Service Area No. 7)

City Of Chicago

Multi-Project Labor Agreement

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, on behalf of itself and each of its contractors, subcontractors, [illegible] performing [illegible] this Agreement shall be applicable and each of the undersigned labor organizations [illegible] parties hereto.

Whereas, the City is responsible for construction, [illegible] property located in Chicago, Illinois; [illegible] of the residents [illegible] the Projects [illegible] performed [illegible] in the most [illegible] and orderly manner possible, and without [illegible] of any kind that might [illegible] safety [illegible] of those residents;

Whereas, the parties have determined that it is desirable [illegible] during each of these Projects by using [illegible] effective and [illegible] trades [illegible] that are [illegible] performed [illegible] the cost of [illegible] project cost;

Whereas, the Unions acknowledge that [illegible] associated with the Projects and [illegible] competitive [illegible] collective bargaining relationship with any of the signatory labor organizations.

Now, Therefore, in order to further these goals and objectives and to maintain the spirit of harmony, labor management cooperation and stability, the parties agree as follows:

> During the term of this Agreement, (the City), its representatives and agents, shall not contract or [illegible] person, firm, company [illegible] any [illegible] the Projects [illegible] under this Agreement [illegible] signatory labor organization to be performed at the site of construction [illegible] applicable [illegible] unless such work is performed only by a person, firm or company signatory [illegible] signatory to the applicable area-wide collective bargaining agreement with the [illegible] the appropriate [illegible] of the Chicago & Cook County Building & Construction Trades Council ("Council") [illegible] Teamsters Joint Council No. 25 [illegible] collective bargaining

[illegible] mutually agreed to by the parties.

2 [illegible]

3 [illegible]

4 [illegible]

5 [illegible]

6 [illegible]

1. [illegible]

2. [illegible]

3. [illegible]

[illegible]

III. In the event of [illegible]

[illegible]

[illegible]

[illegible] the Joint Conference Board established by the Standard Agreement between the Contractors Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be [illegible] Agreement.

12. This Agreement shall be [illegible] and [illegible] part of the [illegible] Bargaining Agreement between the [illegible]. In the event of any inconsistency between this Agreement and any of the local [illegible] agreements, the terms of this Agreement shall [illegible] except for work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the [illegible] and subject matters of Articles V, VI and VII of the AFL-CIO Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that it is their top priority to implement and administer this Agreement in a [illegible] manner to [illegible] effective and [illegible] communication [illegible] the potential for [illegible] during the term of this Agreement. To that end, each party [illegible] in writing a representative to whom [illegible] be directed should any issue arise during the term of this Agreement. Within [illegible] hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of [illegible] shall be the [illegible] or his designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. [illegible] and [illegible]. The parties, on behalf of themselves and their [illegible] and [illegible] agree that the applicable [illegible] policy [illegible] applicable to the employees working on any covered Project shall be that contained in, or otherwise provided for, in the applicable collective bargaining agreements attached as Appendix "A" to this Agreement. Anything in the foregoing shall limit the [illegible] from [illegible] a [illegible] policy governing [illegible] performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the [illegible] Building Trades Council shall apply.

[illegible]

[illegible]

[illegible]

[illegible]

18. [illegible] Agreement shall be [illegible] the maximum number of apprentices on said Project as permitted under the applicable [illegible] bargaining agreement as [illegible] in Appendix "A".

19. This document [illegible] Agreement [illegible] parties [illegible] of the parties.

20. All parties [illegible]

The undersigned, as the Union and Labor Organization [illegible] the City, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 [illegible] Cook County, Illinois.

On behalf of the City:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of

(Insert Name of Labor Organization)

Its Duly Authorized Officer

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 10.

[O2014-6820]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 10, amount to be levied: $424,683, 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 Burke abstains pursuant to provisions of 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, Pope, 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 -- 49.

Nays -- None.

Alderman Pope 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, 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., (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On September 13, 1989, 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 November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 10 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine tenths percent (1.9%) 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 "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 47th Street, from the Conrail Railroad tracks on the west (2200 west) to Loomis Avenue on the east and on Ashland Avenue, from the Conrail Railroad tracks on the north (4000 south) to 49th Street on the south; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, private security services, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Back of the Yards Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and to further advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Back Of The Yards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$433,683
TOTAL BUDGET REQUEST:	$433,683
Source Of Funding	
Tax levy at an annual rate not to exceed one and nine tenths percent (1.9%) of the equalized assessed value of taxable property within Special Service Area Number 10	$424,683
Carryover funds currently available from previous tax years	$ 2,000
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$ 7,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of $424,683 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City of Chicago (the" City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 50
Between
The City Of Chicago,
Represented By The Special Service Area Commission [illegible]
And
[illegible] Neighborhood [illegible]
Effective January 1, 2015 Through December 31, 2015

This Agreement for the management of Special Service Area Number 50 is entered into on ________________ 2015, by and between the [illegible] Neighborhood [illegible], an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission, Chicago, Illinois.

RECITALS

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.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 50" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.50% of the equalized assessed value of all property within the Area ("Service Tax"), as provided for in the Establishment Ordinance, as amended; and

WHEREAS, the City Council on ________, 2014, authorized the levy of the Service Tax and appropriation of the Service Tax funds for fiscal year 2015 for the provision of the Special Services in the Area, in order to provide those services, beginning on January 1, 2015 and continuing until December 31, 2015, may use those funds to provide the Services subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement and provide the Special Services in the full Service Area ("Area");

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner or the Department of Planning and Development.

"**Construction**" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on September 15, 1989, as amended on November 15, 1995, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any Service Tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years of the SSA, along with any interest earned on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance of the City, under the direction of the Comptroller of the City, and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and which employs persons licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the body established pursuant to the Establishment Ordinance to approve the Budget, identify a Contractor and to advise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as if fully set forth herein.

I. Illinois Workers, Veterans Preference and Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply, by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Veterans Preference Act, 330 ILCS 55/0.01 et seq.; and the Steel Products Procurement Act, 30 ILCS 565/1 et seq.

3.04 Nondiscrimination

A. Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and its procedures. Contractor and each of the Services Contractor personnel under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

B Subcontractors

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification, and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section XIII:

"**City Indemnitees**" means, individually and collectively, the City, the SSA Commission, its officers, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means (i) arising out of, awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision, (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement, including the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees or invitees, any breach by any of them of any warranty made under this Agreement or any failure by any of them to meet any applicable standard of performance under this Agreement, or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits to Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

XIV. Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein, and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner at his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor shall provide the Department and the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. Contractor must maintain such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as enacted as part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the retention period without notification of and written approval from the City in accordance with Article 20.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 5 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 5 of this Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure [illegible] by the Contractor [illegible] substantiate [illegible] charges [illegible] in this Agreement [illegible] and documents [illegible] that the City [illegible] by the [illegible].

The City may in its sole discretion audit the records of Contractor or its subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to the City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, at the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 5.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

5.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such a provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts and all approvals of Subcontractors [illegible] any assignments which the SSAC consents to, regardless of their terms, shall be considered conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm licensed by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. License and Permit

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care and comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction Work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications) by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015, or until the Agreement is terminated in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment.

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the sum of: (i) $[illegible] or the total amount of Service Tax funds actually collected for tax year 2014, whichever is less; (ii) [illegible] carryover from previous program years not to exceed $[illegible] [illegible]; and (iii) Late Collections in an amount not to exceed $7,500. The aggregate compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $[illegible].

5.02 Budget for Services.

The Contractor, in cooperation with the SSAC has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all Services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $[illegible], the SSAC reserves the right to transfer funds between line items [illegible] from the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget as part of the Contractor's Services as required.

5.03 Method of Payment.

The [illegible] to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, the Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination [illegible] agreement.

[illegible]

MONITORING AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE [illegible] THEY ARE SUPPORTED BY [illegible] FUNDS IN A SEPARATE ACCOUNT [illegible] FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and a sample check from the bank which shows the signatures of the Contractor's authorized representatives. The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the budget or that were not approved by the SSAC. The name and address of the Bank is and the wire transfer and the Account numbers are

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allowability and allocability of all services, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago; and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity shall be deemed to be controlled by another person or entity, if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor will abide by any policies promulgated by the Department or other City departments.

J. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-156-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure period is available and permits the termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit.

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit -- Familial Relationships with Elected City Officials and Department Heads, which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal, economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or contractor of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any

[illegible] Code of Chicago [illegible]
[illegible]

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to this Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Contractor. If the City's Chief Procurement Officer, in his reasonable judgment, determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) [illegible] The City is subject to the June 16, 2014 "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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(b) Contractor 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.

(c) In the event of any communication to Contractor by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (a) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(d) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights to subcontractors or other third parties.

6.06 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (**"Covered Employees"**). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the **"Base Wage"**) for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour, and each July 1 thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

6.07 Not-for-Profit Corporations. If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections [illegible] above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, 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. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 7, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

(a) In addition to the other warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent

Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.15 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) Failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control.

(2) Failure to perform the Services in a manner satisfactory to the City.

(3) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory.

(4) Discontinuance of the Services for reasons within the Contractor's reasonable control.

(5) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

[illegible] The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default and any intention of the City to terminate the Agreement shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

[illegible] indemnities shall survive expiration or termination of this Agreement.

7.03 Right to Offset

The City reserves its rights under Section 2-92-380 of the Municipal Code of Chicago [illegible]

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance of the Services upon written notice by the Department. The Budget may be revised pursuant to Section 5.03 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, and each of its joint venture partners, subcontractors and Subcontractors, will make no claim against the City for damages, charges, additional costs or incidental fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination under Articles 8 and 9 of this Agreement, the City may terminate this Agreement, or any portion of the Services to be performed under it, at the sole discretion of the Commissioner, by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final 10 days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all designs, documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following:

Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, (P.L. 90-480); the Uniform Federal Accessibility Standards; and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct result of the failure.

8.06 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions hereof.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 806, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSA by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City no later than thirty days after the end of each year (May 1st of each year), a fully executed Contractor's Affidavit setting forth the expenditures for Services provided for the prior year. The Contractor must also provide to the City no later than June 1st of each year, a Mid-Year Assessment. The forms of this Affidavit and Mid-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor 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.

Contractor 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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #13 Commission
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Back of the Yards Neighborhood Council
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609
Attention: Mr. Craig Chico

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 14 [illegible] ACTION

In the event of [illegible] Agreement, the City will retain [illegible] herein.

ARTICLE 15 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with certain trades regarding projects as described in the PLA, a copy of which, with any amendments, is attached hereto as Exhibit [illegible]. A copy of the PLA with amendments is also available on the City's website at http://www.cityofchicago.org/. All Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Planning and Development
Date: , 20

CONTRACTOR
By:______________________________
Its: ______________________________
Attested By:________________________
Its: ______________________________

State of
County of

This instrument was acknowledged before me on ________ (date) by (name/s of person/s) as ____________ (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

____
(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 10 read as follows:

(Sub)Exhibit 1.

(To Service Provider Agreement For
Special Service Area No. 10)

Scope Of Services And Budget.

2015 Budget and Services Summary

Chicago Department of Planning and Development

Name:	SSA #10 Back of the Yards	**SSA Chairperson:**	Mel Montoya	**Agency Contact:**	Fabiola Flores
Service Provider Agency:	Back of the Yards Neighborhood Council	**Phone Number:**	312-498-7562	**Phone Number:**	773-523-4416
SSA Tax Authority Term:	32764	**Email:**	mel.montoya@yahoo.com	**Email:**	fabiola.flores@bync.org
Date:					

2015 BUDGET SUMMARY	2014 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2015 Budget
CATEGORY							
1.00 Customer Attraction	$ 76,500	+	$ -	+	$ 7,000	=	$ 83,500
2.00 Public Way Aesthetics	$ 17,500	+	$ -	+	$ -	=	$ 17,500
3.00 Sustainability and Public Places	$ 21,500	+	$ -	+	$ -	=	$ 21,500
4.00 Economic/Business Development	$ -	+	$ -	+	$ -	=	$ -
5.00 Safety Programs	$ -	+	$ -	+	$ -	=	$ -
6.00 SSA Management	$ 39,100	+	$ 2,000	+	$ -	=	$ 41,100
7.00 Personnel	$ 262,847	+	$ -	+	$ -		$ 262,847
8.00 Loss Collection: 1.7%	$ 7,236	+	$ -	+	$ -	=	$ 7,236
GRAND TOTAL	$ 424,683	+	$ 2,000	+	$ 7,000	=	$ 433,683

2015 Budget	$ 433,683

LEVY ANALYSIS		
1	Estimated 2014 EAV:	$32,901,192
2	Authorized Tax Rate Cap:	1.9000%
3	Estimated 2014 Levy:	$424,683
4	Estimated Tax Rate to Generate 2014 Levy (EAV x Est. 2014 Levy ÷ Est. Tax Rate):	1.291%

2015 BUDGET & SERVICES - SIGNATURE PAGE

SSA #10 Back of the Yards

Budget & Services Period: January 1, 2015 to December 31, 2015

The 2015 Budget & Services were approved by the SSA Commission.

Mel Montoya 8-20-2014

SSA Chairperson Signature SSA Chairperson Printed Name Date Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 10)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Back of the Yards Neighborhood Council

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1751 W. 47th St.
2nd Floor
Chicago, IL 60609
United States

C. Telephone:

773-523-4416

Fax:

773-254-3525

Email:

cchico@bync.org

D. Name of contact person:

Mr. Craig Chico

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

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow the Back of the Yards Neighborhood Council to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #10.

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

[illegible]

Is the Disclosing Party a legal entity?

Yes

Please provide the following information concerning each officer and director of the entity, if any. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. [illegible] K. [illegible]

Title: Chairman of the Board/Secretary

Role: Both

Officer/Director: Ms. [illegible] Chase

Title: President / CEO

Role: Both

Officer/Director: Mr. [illegible] Baer

Title: Director

Role: Director

Officer/Director: Ms. Kim McCullough

Title: Director

Role: Director

Officer/Director: Mr. Richard Gentile

Title: Director

Role: Director

Officer/Director: Ms. Patricia Doherty [illegible]

Title: Treasurer

Role: Both

Officer/Director: Mr. [illegible]

Title: Director

Role: Director

Is the Disclosing Party owned or controlled in whole or in part by any other entity?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Univision Radio
Anticipated/ Retained:	Anticipated
Business Address:	625 N. Michigan Ave. Suite 300 Chicago, IL 60611 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$20,000
Estimated/Paid:	Estimated

Name:	The Gate
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] W. [illegible] St. Chicago, IL [illegible] United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$8,500
Estimated/Paid:	Estimated
Name:	Sky Publications, LLC
Anticipated/ Retained:	Anticipated
Business Address:	435 N. Michigan Ave. 2nd Floor Chicago, IL 60611 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$2,000
Estimated/Paid:	Estimated
Name:	Fitzgerald Marketing & Communications
Anticipated/ Retained:	Anticipated
Business Address:	4?41 S. Peoria Chicago, IL 60609 United States
Relationship:	Supplier
Fees ($$ or %):	$7,000
Estimated/Paid:	Estimated
Name:	Taylor Visual Group
Anticipated/ Retained:	Retained
Business Address:	[illegible] North Church Road Unit [illegible] Elmhurst, IL 60126 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %)	$14,200
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Willowbrook, IL [illegible] United States
Relationship:	Supplier
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	Allied Waste Services
Anticipated/ Retained:	Retained
Business Address:	[illegible] S. Damen Chicago, IL United States
Relationship:	Subcontractor [illegible]
Fees ($$ or %):	$1,[illegible]
Estimated/Paid:	Estimated

Name:	MKS Enterprises, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] W. 41st Street Chicago, IL [illegible] United States
Relationship:	Other
Fees ($$ or %):	$2,400
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] Chicago, IL United States
Relationship:	[illegible]
Fees ($$ or %):	$6,[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	[illegible]
Business Address:	[illegible] Cermak Road [illegible]
Relationship:	[illegible]
Fees ($$ or %):	$1,500
Estimated/Paid:	Estimated

[illegible]

3. Has the Disclosing Party engaged any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not Applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

> neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud,

to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

`I certify the above to be true`

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

`I certify the above to be true`

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

`I certify the above to be true`

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

`I certify the above to be true`

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

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

/s/ 07/25/2014
Mr. Craig Chico
President & CEO
Back of the Yards Neighborhood Council

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing
Economic Disclosure Statement And Affidavit

EDS Number: 58472
Certificate Printed on: 09/15/2014

Date of This Filing: 07/29/2014 02:47 PM
Original Filing Date: 07/29/2014 02:47 PM

Disclosing Party: Back of the Yards Neighborhood Council
Filed by: Mr. Craig Chico

Title: President & CEO

Matter: To allow the Back of the Yards Neighborhood Council to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA #10.
Applicant: Back of the Yards Neighborhood Council
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 10)

Special Service Area No. 10.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultants (e.g., CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $500,000. 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 years.

5) Crime.

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in (Sub)Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as (Sub)Exhibit __) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(City of Chicago Insurance Certificate Form referred to in these Contractor Insurance Provisions unavailable at time of printing.)

Schedule [illegible]
To Service Provider Agreement For
Special Service Area No. [illegible]

Special Service Area No. [illegible]

Security Firm Insurance Provisions.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following final completion if Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "E"
(To Service Provider Agreement For
Special Service Area No. 16)

Prevailing Wages
(Page 1 of 6)

Cook County Prevailing Wage For
September 2014

[illegible]

(Sub)Exhibit [illegible]
(To Service Provider Agreement For
Special Service Area No. 10)

Prevailing Wages
(Page 2 of 9)

Cook County Prevailing Wage For
September 2014

[illegible]

Attachment A
(Service Provider Agreement For
Special Service Area No. [illegible])

Scope Of Services
Page 2 of 9

Narrative

[illegible]

[illegible]

[illegible]

[illegible]

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To Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
Page 4 of [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(To Service Provider Agreement For

Special Service Area No. 10)

Prevailing Wages

(Page 5 of 9)

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. [illegible])

Prevailing Wages
(Page 6 of [illegible])

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit [illegible]
(To Service Provider Agreement For
Special Service Area No. [illegible])

[illegible]
(Page [illegible])

[illegible]

Attachment [illegible]
[illegible] Service Provider Agreement For
Special Service Area No. 10

[illegible]
Page 5 of [illegible]

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[illegible]

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[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 10)

Prevailing Wages
(Page 9 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 6
(To Service Provider Agreement For
Special Service Area No. 18)

Contractor's Performance And Payment Bond

[SPECIMEN]

Know All Men by these Presents, That We,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. and Specification No. all in conformity with said contract, for

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract, in each and every part, strictly according to the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any persons, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assigns, Subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assigns and subcontractors, in or about the performance of said contract and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305 as amended, and the Workers' Occupational Disease Act, 820 ILCS 310 as amended (hereinafter referred to as "Acts") then is the above obligation to be void, otherwise to remain in full force and effect.

[illegible]

[illegible]

[illegible]

(Seal)

(Seal)

Purchasing Agent

(Seal)

(Seal)

Approved as to Form and Legality

(Seal)

Assistant Corporation Counsel

(Seal)

STATE OF ILLINOIS }
COUNTY OF COOK }

[illegible]

SURETY CORPORATE

STATE OF ILLINOIS }
COUNTY OF COOK }

[illegible]

STATE OF ILLINOIS }
COUNTY OF COOK }

[illegible]

Rider
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") for that certain contract with the City of Chicago ("City") bearing Contract Number ______ and Specification Number ______ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a conditional assignment of the subcontracts to Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 2-92 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any right it then may have to cure Contractor's default by performing the work itself or through others, and remains bound by its other obligations under the Bond.

Sub-Exhibit E
(To Service Provider Agreement For Special Service Area No. 13)

Contractor's Affidavit

Contractor Name: ______

Special Service Area Number: ______

Applicable Agreement:
Agreement between the City of Chicago and ______ dated ______, relating to the provision of special services.

Affidavit

The undersigned ______ as ______, and on behalf of ______, having been duly sworn under oath, certifies that in the year ______ it performed that portion of the Services described in Sub-Exhibit B of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full Year Assessment Form, and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Sub-Exhibit B, to the extent described in the attached Full Year Assessment Form. The Full Year Assessment Form shall be in the form prescribed by the City and shall contain such types of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit are as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

____
Signature of Authorized Officer

____
Name of Authorized Officer
(Print or Type)

State of ____________________________

County of __________________________

Sworn to and acknowledged before me by ______________________________________ [name of signatory] as ____________________ [title] of _________________________ [name of contracting party] this ____ day of ____________, 20__.

____
Signature of Notary

[Full-Year Assessment Form referred to in this
Contractor's Affidavit unavailable
at time of printing.]

(Sub)Exhibit 8.
(To Service Provider Agreement For
Special Service Area No. 10)

Special Service Area -- Additional Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

    a. How the CPA Firm will conduct the audit.

    b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

    c. Policies on notification of changes in key personnel.

    d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

    e. Whether the CPA Firm has received a positive peer review within the last three years.

    f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

    g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

    h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

    i. Confirmation the CPA Firm is not on the City's debarred vendor list.

    j. The audit fee.

4. Evaluate the proposals based on:

    a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

   f. Professional auditing standards to be followed in performing the audit.

   g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit "D".
(To Service Provider Agreement For
Special Service Area No. 19)

City Of Chicago

Multi-Project Labor Agreement.

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors [illegible]

Whereas, [illegible] timely, economical, [illegible] these Projects.

Whereas, the parties have determined that the [illegible] completion of these Projects [illegible] and

Whereas, [illegible] employees [illegible] the Projects and through [illegible] labor organizations [illegible]

NOW, THEREFORE, in order to further these goals and objectives and to ensure the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. [illegible] this Agreement [illegible] which is performed only by persons [illegible] companies [illegible] agreement [illegible] Agreement [illegible]

agreement attached as Appendix A to this Agreement, [illegible] Project, and as such [illegible] Agreement [illegible] provision of this Agreement [illegible] parties [illegible] provided that the [illegible] Project [illegible] of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

4. With respect to a contractor or subcontractor who is the successful bidder, yet is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said Union shall be the relevant and controlling agreement(s) establishing or governing wages, hours and other terms and conditions of employment.

5. During the term of this Agreement, the Owner or any project contractor and sub-contractor shall engage in no lockout.

6. During the term of this Agreement, no Union signatory hereto, nor any of its members, officers, stewards, agents, representatives or employees shall authorize, support, sanction, encourage or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements attached to as Appendix A. In the event of an economic strike or other job action upon the expiration of an existing collective bargaining agreement, in no event shall any economic job action be directed against any Covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for employees working on a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

7. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 6 and that in the event any such act takes place or is engaged in by any employee or group of employees, such Union signatory hereto further agrees that it will use its best efforts, including full compliance with its Constitution and By-Laws, to cause an immediate cessation thereof.

8. Any contractor or subcontractor signatory to [illegible] which are bound by any provision of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such action by the contractor or subcontractor shall be subject to the grievance and arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed may not be disturbed. Work at any site covered under this Agreement shall continue without disruption or hindrance of any kind during any dispute or during the grievance process.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Dated this the 6th day of February, 2014 at Chicago, Cook County, Illinois.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[(Sub)Exhibits "A", "B" and "C" referred to in this [illegible] unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 13.

[O2014-6823]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 13, amount to be levied: $1,183,411, 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 Burke abstains pursuant to provisions of 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, Pope, 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 -- 49.

Nays -- None.

Alderman Pope 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, 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 (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On July 24, 1991, 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 November 6, 1992 which established an area known and designated as City of Chicago Special Service Area Number 13 and authorized the levy of an annual tax not to exceed an annual rate of one and nine tenths percent (1.9%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area for a period of 20 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 December 8, 2010, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which again established an area known and designated as City of Chicago Special Service Area Number 13 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2010 through and including 2029, not to exceed an annual rate of one and nine-tenths percent (1.9%) 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 "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of east on 34th Street then south to 35th Street; south on Morgan Avenue then east on 38th Street; south on Halsted Street then east on Pershing Avenue; south on Princeton Avenue then east on 40th Street; south on Wentworth Avenue then west on Root Street; north on Stewart Avenue then west on 41st Street; north on Normal Avenue then west on 49th Place; south on Wallace Street then west on Root Street; south on Halsted Street then west on 49th Street; north on Morgan Street then generally west on 47th Street; north on Loomis Street then west on 45th Street; generally north on Ashland Avenue then east on 35th Street; and north on Justine Avenue to 34th Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, 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); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Stockyards Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Stockyards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$1,543,411
TOTAL BUDGET REQUEST:	$1,543,411
Source Of Funding	
Tax levy at an annual rate not to exceed one and nine tenths percent (1.9%) of the equalized assessed value of the taxable property within Special Service Area Number 13	$1,183,411
Carryover funds currently available from prior tax years	$ 356,000

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any	$4,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $1,183,411 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area No. 13
Between
The City Of Chicago
Represented By The Special Service Area Commission
And
Back Of The Yards Neighborhood Council
Effective January 1, 2015 Through December 31, 2015.

This Agreement for the management of Special Service Area Number 13 is entered into on   , 2015 by and between Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 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.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 13" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 7.50% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on   , 2014, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2015 for the provision of the Special Services in the Area and the City wishes to provide that the Contractor, beginning on January 1, 2015, and continuing until December 31, 2015, may use these funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means the work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" mean business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on December 8, 2010, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in

Article 3 and Exhibit 1 (Scope of Services & Budget) to this Agreement and any revisions thereto, and all related work necessary to complete them, or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amounts actually collected pursuant to the Service Tax.

"**Special Service Area Commission ("SSAC")**" means the Commission established pursuant to the Establishment Ordinance to prepare the Budget, negotiate a Contractor, and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and distributed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, reduce or amend the Services contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall professional Services in accordance with the terms and conditions of this Agreement and the [illegible] Services [illegible]

The Contractor shall ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor must remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSA Commission determines that the Contractor has failed to comply with the foregoing standards, it may [illegible] to be performed at the Contractor's sole cost [illegible] result of such failure. Any review, approval, acceptance or payment for any of all of the Services by the City/Commission does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against the Contractor under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wages for all laborers, workers and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rate of wages applicable at the time of execution of this Agreement are included in Exhibit [illegible] to this Agreement which is incorporated by reference as if fully set forth herein.

C. Illinois Workers, Veterans Preference and State Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the

Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Veterans Preference Act, 330 ILCS 55/0.01 et seq.; and the Steel Products Procurement Act, 30 ILCS 565/1 et seq.

3.04 Nondiscrimination

A. Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

[illegible] Requirements

[illegible] Services [illegible] Agreement [illegible] comply [illegible]

[illegible] Subcontractors

[illegible] Subcontractors of any tier, and labor [illegible] such materials, labor or services in connection with this Agreement [illegible]

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit [illegible] and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as Exhibit [illegible] and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, each Subcontractor shall comply with the Contractor insurance provisions attached hereto as [illegible]

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein.

3.06 Indemnification

A. [illegible] the City [illegible] under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and [illegible] the City [illegible] challenges the City's [illegible] Contractor [illegible] City [illegible] and [illegible] have been exhausted or have lapsed.

B. For purposes of this Section 5.06:

"**City Indemnitees**" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, all kinds of liabilities, losses, suits, claims, demands, judgments, fines, and expenses, including all reasonable costs for investigation, reasonable attorneys' fees, court costs and experts' fees, arising by reason of injury or death to any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means (i) arising out of, awarded in this Agreement, or arising out of the enforcement of this Agreement, including the enforcement of the indemnification provisions; (ii) arising out of or in connection with Contractor's performance or non-performance of this Agreement, including the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees; any breach by any of them of any warranty made under this Agreement or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iii) any violation or alleged violation of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

5.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt, at its own expense, such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractor shall furnish the SSAC with such reports and other information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. Contractor must maintain any such records including those not delivered to the City or demanded by the City for a period that is the longer of: (A) 5 years after the final payment made in connection with this Agreement or (B) 6 years after the final payment made in connection with this Agreement with respect to any records that are required to be maintained pursuant to the Contractor's obligations under federal law including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)(2), or (C) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not destroy such records following the expiration of the relevant period without notification to and written approval from the City in accordance with Article 16.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services (hereinafter using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement), then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the time [illegible] records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to it by a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein, or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

No approvals given by the SSAC [illegible] consents and [illegible] Prime Agent [illegible] upon [illegible] in accordance with the terms and conditions of this Agreement.

[illegible]

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and must timely procure all required permits and licenses, and must obtain all permits, licenses, certifications and approvals necessary for performing Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injury, and shall take all appropriate steps to prevent damage to the City's property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, signs, barriers, lights and watchmen for the protection of its employees, Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage, destruction, loss or injury to City property or the property of third parties in its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair the damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000 in any 12 month period, the Contractor must, prior to undertaking such work or execution of this Agreement, whichever is later, provide to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications) by a surety or sureties acceptable to the City. The performance bond shall be in the form of the attached Exhibit, which is incorporated by reference as if fully set forth here.

If at any time the surety or sureties upon such bond become unsatisfactory to the City, or if the penalty of the bond becomes insufficient, the City may, at its discretion, in writing, require the Contractor to furnish a new and additional bond or bonds with sureties satisfactory to the City, and the Contractor shall promptly comply by furnishing

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015 is the lesser of: (a) $[illegible]; or (b) the total amount of Service Tax Levy actually collected, plus interest earned on those funds, for tax year 2014, which may include the total amount of Surplus Funds in the amount of $[illegible] which have been carried over from previous program years and which contractor hereby acknowledges are in its possession, and Late Collections in an amount not to exceed $[illegible]. The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $[illegible].

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2015, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $[illegible], the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account (the "Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT

MONTHLY AN ACCOUNTING OF ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE TAX FUNDS IN A SEPARATE AUDIT OF ACCOUNT FOR CURRENT AND PRIOR YEARS SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and a voided check from the bank which shows the signatures of the Contractor's authorized representatives. The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is __ ______________ and the account name is and the Account number is

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, [illegible] the Account shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax funds in [illegible] and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. [illegible] stated herein.

B. [illegible] purposes in the performance of this Services.

C. [illegible] Agreement is declared by the Department [illegible] years [illegible] the date [illegible] this Agreement [illegible].

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961 and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That [illegible] Subcontractor and their respective officers, directors, agents, partners, and employees [illegible] understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and that all Subcontracts shall inform Subcontractors of this provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto [illegible] statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on any of the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

[illegible] Agreement.

[illegible] the Municipal Code of Chicago pertaining to [illegible] Contractor [illegible] Section 2-156 [illegible] of the Municipal Code of Chicago shall [illegible] as defined in Section [illegible] eligibility to do business with the City of Chicago as required by Section [illegible] of the Municipal Code of Chicago shall be [illegible] this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the [illegible] Economic Disclosure Statements and Affidavit ("EDS") [illegible] Affidavit, Familial Relationships with Elected City Officials and Department Heads [illegible] attached hereto and [illegible] accuracy [illegible] complete [illegible] as revised [illegible].

In addition, the Contractor shall provide the [illegible] incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certificates of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and [illegible], no member of the governing body of the City or other unit of government, and no other officer, employee, SSA Commission member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest or financial interest, direct or indirect, in this Agreement or any [illegible], except to the extent that such benefits are provided equally to all residents and [illegible] owners in the Area. Furthermore, no SSA Commission member, [illegible] officer, agent or employee shall [illegible] have any financial interest in any subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor covenants that [illegible] that any

any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner by his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by its assigns or Subcontractors of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof or because of the City's execution or attempted execution hereof or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) (i) This contract is subject to 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 State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(c) Contractor 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 Contractor by a City employee or City official in violation of Section (b) above, or advocating a violation of Section (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

6.04 Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b) it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sec. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance.

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employees whose wages are calculated on the basis of the time worked (e.g. security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers) ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:

(i) if Contractor has 25 or more full-time employees; and

(ii) if at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue thereafter until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour, and each July 1st thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

[illegible]

6.14 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.15 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 5 and is incorporated in this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this Agreement.

6.11 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent

Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.15 Duty to Report Corrupt or Unlawful Activity

Pursuant to Section 2-56-010(j) of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

G. The Contractor's default under any other agreement it may presently have or may enter into [illegible] the City [illegible] this Agreement [illegible] days after its Corporation [illegible].

7.02 Remedies.

[illegible] cannot reasonably be cured within [illegible] days [illegible] the Contractor [illegible] sole [illegible] Commissioner [illegible] sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. After the notice is effective, the City may invoke any or all of the following remedies:

A. The right to take over and complete the Services, or any part of them, [illegible] either directly or through others [illegible] and, in such event, the right to offset from such cost the amount it would have paid the City under the terms and conditions of the Agreement had Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation under this Agreement.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies [illegible] rights, nor shall it be construed as a waiver of any rights [illegible] default or acquiescence therein, and [illegible] no waiver [illegible] same and [illegible] as it may be deemed [illegible].

7.03 Right to Offset

The City may exercise its rights under Section 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.03 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or incidental fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the first ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq. and the regulations promulgated thereto at Ill. Admin. Code [illegible] 33E-11). In the event that the above standards are more stringent, the Contractor shall comply with the standard [illegible]. If the Contractor fails to comply with the foregoing standards, it shall perform again at its own expense all Services required to be re-performed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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 in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions hereof.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver so granted, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the NSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year May 1st of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City no later than June 1st of each year, a Full-Year Assessment. The forms of this Affidavit and Full-Year Assessment are attached as Exhibit 7 and incorporated by reference.

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor 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.

Contractor 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 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9. NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #13 Commission
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Back of the Yards Neighborhood Council
1751 W. 47th Street, 2nd Floor
Chicago, Illinois 60609
Attention: Mr. Craig Chico

Changes in the above referenced notice addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations granted to the SSAC hereunder.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, with current signatories, is attached hereto as Exhibit M. A copy of the PLA with appendices may also be found on the City's website at http://www.cityofchicago.org/PLA. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By:
Commissioner, Department of
Planning and Development
as of , 20

[illegible]
By:

[illegible]
[illegible]

State of
County of

This instrument was acknowledged before me on (date)
by (name/s of person/s) as (type of authority, e.g., officer, trustee, etc.) of
(name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

[(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number 27 read as follows:]

(Sub)Exhibit 1.
(To Service Provider Agreement For Special Service Area No. 13)

Scope Of Services And Budget.

2015 Budget and Services Summary

Chicago Department of Planning and Development

Name:	Stockyards Industrial Park	SSA Chairperson:	James E. Malanky	Agency Contact:	Michael J. McMullin
Service Provider Agency:	Back of the Yards Neighborhood Council	Phone Number:	0	Phone Number:	773.523.4416
SSA Tax Authority Term:	Back of the Yards Neighborhood Council	Email:	0	Email:	mmcmullin@bync.org
Date:					

2016 BUDGET SUMMARY	2014 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2016 Budget
CATEGORY							
1.00 Customer Attraction	$ 75,000	+	$ 10,000	+	$ -	=	$ 85,000
2.00 Public Way Aesthetics	$ 193,354	+	$ 131,000	+	$ 4,000	=	$ 328,354
3.00 Sustainability and Public Places	$ 4,000	+	$ -	+	$ -	=	$ 4,000
4.00 Economic/Business Development	$ 48,000	+	$ 5,000	+	$ -	=	$ 53,000
5.00 Safety Programs	$ 250,000	+	$ 206,000	+	$ -	=	$ 456,000
6.00 SSA Management	$ 71,660	+	$ 4,000	+	$ -	=	$ 75,660
7.00 Personnel	$ 431,397	+	$ -	+	$ -		$ 431,397
8.00 Loss Collection: 9.3%	$ 110,000	+	$ -	+	$ -	=	$ 110,000
GRAND TOTAL	$ 1,183,411	+	$ 358,000	+	$ 4,000	=	$ 1,543,411

2016 Budget	$ 1,543,411

LEVY ANALYSIS		
1	Estimated 2014 EAV:	$147,161,395
2	Authorized Tax Rate Cap:	1.930%
3	Estimated 2014 Levy:	$1,183,411
4	Estimated Tax Rate to Generate 2014 Levy (EAV x Est. 2014 Levy = Est. Tax Rate):	0.804%

2015 BUDGET & SERVICES - SIGNATURE PAGE

Stockyards Industrial Park

Budget & Services Period: January 1, 2015 to December 31, 2015

The 2015 Budget & Services were Approved by the SSA Commission.

JE MATANKY 8/19/14

SSA Chairperson Signature SSA Chairperson Printed Name Date Date

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area No. 13)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Back of the Yards Neighborhood Council

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1751 W. 47th St.
2nd Floor
Chicago, IL 60609
United States

C. Telephone:

773-523-4416

Fax:

773-254-3525

Email:

cchico@bync.org

D. Name of contact person:

Mr. Craig Chico

E. Disclosing Party's Federal Employer Identification No. (if you have one):

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

[illegible]

G. Which City agency or department is requesting this EDS? DEPARTMENT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[illegible]

Is the Disclosing Party also a 501(c)(3) organization?

No

b. Is the Disclosing Party incorporated or organized in the State of Illinois?

Y

[illegible]

[illegible]

[illegible]

[illegible]

Officer/Director: Mr. [illegible]
Title: Chairman of the Board/Secretary
Role: Both

Officer/Director: Mr. Craig Chase
Title: President / CEO
Role: Both

Officer/Director: Mr. [illegible]
Title: Director
Role: Director

Officer/Director: Ms. [illegible]
Title: Director
Role: Director

Officer/Director: Mr. Richard [illegible]
Title: Director
Role: Director

Officer/Director: Ms. Patricia [illegible]
Title: Treasurer
Role: Both

Officer/Director: Mr. [illegible]
Title: Director
Role: Director

1. Are there any members of the not-for-profit Disclosing Party which are legal entities?

[illegible]

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	[illegible] Security Services [illegible] Inc.
Anticipated/ Retained:	Retained
Business Address:	[illegible] Ave Chicago, IL [illegible] United States
Relationship:	Subcontractor [illegible]
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated
Name:	Dena Group LLC
Anticipated/ Retained:	Retained
Business Address:	2547 S. Pulaski Road Chicago, IL 60623 United States
Relationship:	Subcontractor -- MBDBE
Fees ($$ or %):	$75,000
Estimated/Paid:	Estimated
Name:	JL/Southside Steel Center
Anticipated/ Retained:	Retained
Business Address:	570 W. Pershing Road Chicago, IL 60609 United States
Relationship:	Supplier
Fees ($$ or %):	$16,000
Estimated/Paid:	Estimated
Name:	KSP Wireless Technology Group, Inc.
Anticipated/ Retained:	Retained
Business Address:	5135 Ogden Ave. [illegible], IL [illegible] United States
Relationship:	Supplier
Fees ($$ or %):	$1,000
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Retained
Business Address:	[illegible] [illegible] United States
Relationship:	[illegible]
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible] Inc.
Anticipated/ Retained:	Retained
Business Address:	[illegible] Chicago, IL [illegible] United States
Relationship:	Administrative — [illegible]
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	Craig J. [illegible] & Associates, LLC
Anticipated/ Retained:	Retained
Business Address:	[illegible] S. [illegible] Central Chicago, IL [illegible] United States
Relationship:	Accountant
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Name:	[illegible]
Anticipated/ Retained:	Retained
Business Address:	[illegible] Chicago, [illegible] United States
Relationship:	Consultant
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

2. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

No person directly or indirectly owns 10% or more of the Disclosing Party.

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The certifications in subparts 2, 3 and 4 concern:

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

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

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

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

[illegible]

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

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

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

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

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

Disclosing Party certifies the above to be true.

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of:

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

Disclosing Party certifies the above to be true.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

Disclosing Party certifies the above to be true.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

Disclosing Party certifies the above to be true.

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

4. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

[illegible]

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party understands that [illegible] the Disclosing Party must disclose all requested information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

[illegible]

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

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

/s/ 08/19/2014
Mr. Craig Chico
President & CEO

Back of the Yards Neighborhood Council

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 58474
Certificate Printed on: 08/19/2014

Date of This Filing:08/19/2014 10:35 AM
Original Filing Date:07/25/2014 02:19 PM

Disclosing Party: Back of the Yards Neighborhood Council
Filed by: Mr. Craig Chico

Title:President & CEO

Matter: To allow the Back of the Yards Neighborhood Council to enter into a Service Provider Agreement with the City of Chicago in order to provide special services within SSA #13.
Applicant: Back of the Yards Neighborhood Council
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For Special Service Area No. 13)

Special Service Area No. 13.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultants (e.g., CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors or omissions must be maintained with limits of not less than $500,000. 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 years.

9) Crime

The Contractor is responsible for all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in "Sub-Exhibit 4" of this Agreement, attached hereto and incorporated by reference as though fully set forth herein.

C. Additional Requirements

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as "Sub-Exhibit 5") or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

Exhibit 4
To Service Provider Agreement For
Special Service Area No. 1[illegible]

Special Service Area No. [illegible]

[illegible]

The Security Firm must provide a [illegible] Security Firm [illegible] Contract completion and during [illegible] following expiration [illegible] Security Firm is required to return

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 12)

Prevailing Wages
(Page 1 of 9)

*Cook County Prevailing Wage For
September 2014*

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 13)

Prevailing Wages
(Page 2 of 9)

*Cook County Prevailing Wage For
September 2014*

[illegible]

[illegible]

[illegible]

To Service Provider Agreement For

Special Service Area No. [illegible]

[illegible]

Page 3 of [illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 13)

Prevailing Wages
(Page 4 of 5)

Laborers

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 13)

Prevailing Wages
(Page 5 of 9)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For Special Service Area No. 13)

Prevailing Wages
(Page 1 of 8)

Explanations

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For Special Service Area No. 13)

Prevailing Wages
(Page 7 of 8)

Explanations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] A
To Service Provider Agreement For
Special Service Area No. 13

[illegible] Budget
Page 5 of 5

Expenditures

(Sub)Exhibit 6
(To Service Provider Agreement For
Special Service Area No. 13)

Program Pages
(Page 6 of 7)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(Sub)Exhibit G
To Service Provider Agreement For
Special Service Area No. 21

Contractor's Performance And Payment Bond

(SPECIMEN)

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D. 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. and Specification No. all in conformity with said contract, for

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be so employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract and shall ensure that said persons are paid the prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

[illegible]

[illegible]

[illegible]

(Seal)

Approved ______ ______ 20__

(Seal)

(Seal)

Purchasing Agent

(Seal)

Approved as to Form and Legality

(Seal)

Assistant Corporation Counsel

(Seal)

STATE OF ILLINOIS, } ss.
COUNTY OF COOK,

[illegible]

PRINCIPAL IF CORPORATION

STATE OF ILLINOIS, } ss.
COUNTY OF COOK,

[illegible]

SURETY IF CORPORATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK,

[illegible]

PRINCIPAL IF INDIVIDUAL

[illegible]

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For Special Service Area No. 13)

Contractor's Affidavit.

Contractor Name: ______________________________

Special Service Area Number: ______________________________

Agreement ("Agreement"): ______________________________
Agreement between the City of Chicago and ______________________ dated ______________________, relating to the provision of special services.

Affidavit.

The undersigned, ____________________, as ____________________, and on behalf of ____________________, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit and that they are true and correct.

Name of Contractor

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of

County of

Subscribed and acknowledged before me by
(name of signatory) as (title) of .
(name of contracting party) this day of ____, 20__.

Signature of Notary

(Eight-Year Assessment Form referenced in this
Contractor's Affidavit unavailable
at time of printing.)

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 3)

Special Service Area -- Audit And Audit Requirements.

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Contractor's Selection Of A CPA Firm (Independent Auditor).

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide detail on:

   a. How the CPA Firm will conduct the audit.

   b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

   c. Policies on notification of changes in key personnel.

   d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

   e. Whether the CPA Firm has received a positive peer review within the last three years.

   f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

   g. Whether the CPA Firm has been the object of any disciplinary action during the past three years.

   h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.

   i. Confirmation the CPA Firm is not on the City's debarred vendor list.

   j. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.

   b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

   c. Qualifications of the CPA Firm.

   d. Qualifications of the audit team.

   e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

   a. Proposals should be evaluated as submitted.

   b. Make a list of strengths and weaknesses for each to support its technical rating.

   c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

   d. Ask questions of the bidders to eliminate any ambiguities.

   e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

   a. Audit scope, objectives and purposes.

   b. Deadlines for the work to be performed.

   c. Audit fees.

   d. Report format, including providing a PDF digital version of the final audit.

   e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

   f. Professional auditing standards to be followed in performing the audit.

   g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual, Variance; 2014 Budget, 2014 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit "I".
(To Service Provider Agreement For
Special Service Area No. [illegible])

City Of Chicago

Multi-Project Labor Agreement

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

3. [illegible]

[illegible]

4. [illegible]

5. [illegible]

6. [illegible]

[illegible] competent [illegible] Agreement [illegible] party [illegible] shall [illegible].

8. This Agreement [illegible] the City of Chicago [illegible] this Agreement [illegible].

9. This Agreement shall expire on December 31, 20[illegible] and shall be automatically extended for an additional five (5) year term [illegible] the parties [illegible] terminate [illegible] only if [illegible] City [illegible] in writing.

10. In the event of a dispute [illegible] of the Project [illegible] Agreement [illegible] the applicable [illegible] fringe benefit [illegible] provided under the applicable [illegible] agreement [illegible] sufficient to satisfy the amount claimed shall be withheld from the contractor's next regularly scheduled periodic payment [illegible] agree until such time as the dispute is resolved.

11. In the event of a jurisdictional dispute between two labor organizations [illegible] necessary [illegible] including the [illegible] dispute [illegible].

12. Regarding [illegible] forty-eight (48) hours after [illegible] the dispute [illegible] the parties [illegible].

13. [illegible] Paragraph 12 [illegible] Chicago & Cook County Building & Construction Trades Council [illegible] Agreement [illegible].

14. If no [illegible] agreement [illegible] the proceedings [illegible] by Paragraphs 12 or 13 above, the matter shall be immediately referred to the Joint [illegible] established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "C" and specifically incorporated into the Agreement.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Agreement [illegible] Appendix A.

[illegible]

[illegible]

[illegible] Agreement.

Dated this [illegible] day of February, 2011 in Chicago, Cook County, Illinois.

[illegible]

City of Chicago:

[illegible]

On behalf of:

(List of Names of Labor Organizations)

[illegible]

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2015 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 19.

[O2014-6824]

The Committee on Finance submitted the following report:

CHICAGO, October 8, 2014.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2015 budget and the approval of the service provider agreement for Special Service Area Number 19, amount to be levied: $276,768, 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, Pope, 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 -- 50.

Nays -- None.

Alderman Pope 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 (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 19 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2006 in an amount not to exceed an annual rate of one percent (1%) of the equalized assessed value of the taxable property therein (the "Initial Levy Period") to provide certain special services in and for the Initial Area 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 8, 2006, the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 19 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2020, not to exceed an annual rate of 0.833 percent 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 "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area fronting wholly or in part along Howard Street from Ridge Avenue to Sheridan Road; Paulina Street, from Rogers Avenue to Jonquil Terrace; and Rogers Avenue, from Greenview Avenue to Ashland Avenue and Clark Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities; new construction; the recruitment and promotion of new businesses to the Area and retention and promotion of existing business within the Area; coordinated marketing and promotional activities; parking and transit programs; financing of storefront facade improvements; security programs; and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Howard Street Special Service Area Commission (the "Commission") for the purpose of recommending to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its recommendations to the City Council for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2015, and an agreement with the Service Provider, with a one-year term, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2015, 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. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Howard Street Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2015 and ending December 31, 2015.

	Expenditures
Service Provider Agreement for the provision of Special Services	$342,268
TOTAL BUDGET REQUEST:	$342,268
Source Of Funding	
Tax levy at an annual rate not to exceed 0.833 percent of the equalized assessed value of the taxable property within Special Service Area Number 19	$276,768
Carryover funds currently available from previous tax years	$ 50,000

	Expenditures
Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, thereon, if any	$15,500

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of $276,768 as the amount of the Services Tax for the tax year 2014.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 30, 2014, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2014 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with DevCorp North doing business as Rogers Park Business Alliance, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

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

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area Number 25
Between
The City Of Chicago
Represented By The Special Service Area Commission
And
[illegible]
[illegible] January 1, 2015 Through December 31, 2015

This Agreement for the management of Special Service Area Number 25 is entered into [illegible]

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, Sections [illegible] 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.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 25" (the "Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed [illegible] of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (as hereinafter defined); and

WHEREAS, the City Council, on [illegible], 2014, authorized the levy of the Service Tax and appropriated funds from the Service Tax for the Area for fiscal year 2015 for the provision of the Special Services in the Area and the City wishes to provide for the Contractor, beginning upon January 1, 2015, and continuing until December 31, 2015, to utilize such funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following terms shall have the meanings given in this Article 2 for purposes of this Agreement:

"**Agreement**" means this Special Service Area Agreement, including all exhibits attached hereto and incorporated herein by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Commissioner**" means the Commissioner of the Department of Planning and Development, including any authorized representative of the Commissioner of the Department of Planning and Development.

"**Construction**" means the work to construct a permanent public asset, as defined in §27-5 (35 ILCS 200/27-5), such as landscaping and building activities, including, but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"**Days**" means business days in accordance with the City of Chicago business calendar.

"**Department**" means the City of Chicago Department of Planning and Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 8, [illegible], and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"**Late Collections**" means any tax revenue received by the City during the term of this Agreement attributable to the levy of the Service Tax in prior years in the SSA, along with any interest income on such revenue.

"**Risk Management Division**" means the Risk Management Division of the Department of Finance, which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and Exhibit 1 and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the total amount of tax levied by the City in a given year for the Area.

"Special Service Area Commission ("SSAC")" means the body established pursuant to the Establishment Ordinance to recommend to the City the Service Provider and to advise the City on the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds that were collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unexpended and are not encumbered thereby.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts to assure timely and satisfactory rendering and completion of its Services.

The Contractor has represented to the Commission and the City that it has the skill to meet the professional objectives assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at lowest possible cost.

The Contractor shall ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wage

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers Act, Veterans Preference Act, Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the

Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 30 ILCS 565/0.01 et seq.

3.04 Nondiscrimination

A. Contractor

(a) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(b) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the

Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq. (1990), as amended; [illegible]

(iii) City Requirements.

Contractor must comply with, and the procedures it utilizes and the services it provides pursuant to this Agreement must comply with, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

B. Subcontractors

Contractor must incorporate all of this Section 3.03 by reference in all agreements entered into with any suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor's insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or modify any of the insurance requirements set forth herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, promptly and fully, completely indemnify the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain in effect and are binding [illegible] the City [illegible] this Agreement, unless and until a court of competent jurisdiction finally determines otherwise; however, [illegible] have been grossly negligent.

B. For purposes of this Section 3.06:

"**City Indemnitees**" means, individually and collectively, the City, the SSA Commission, its officials, agents, employees and SSAC members.

"**Losses**" means, individually and collectively, any and all kinds of liabilities, losses, suits, claims, damages, judgments, fines and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"**Arising under this Agreement**" means: (i) arising out of awarding this Agreement; (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees); any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits to Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the

Contractor [illegible] from the date of execution of this Agreement, to ensure that the Contractor is in compliance with the Budget and the Schedule.

The Contractor and any Subcontractors shall furnish the Department and the SSAC with all such information as may be requested relative to the progress, execution and costs of the Services. [illegible] (i) all materials, files, books, documents, papers, records and accounts in connection with the Services to be performed under this Agreement [illegible] shall be available for inspection by the City [illegible] parties and [illegible] made available to the City [illegible] maintained and preserved in accordance with generally accepted accounting principles for the term of this Service Provider Agreement [illegible] such records shall be made available upon request to the City [illegible] by the City [illegible] records for the [illegible] Contractor shall [illegible] this Agreement for five years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. 164.530(j), or the Illinois Local Records Act (50 ILCS 205) [illegible] records [illegible] following the expiration of the relevant period without notification to and written approval from the City to ensure compliance with that Act.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City in performing a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

THE CONTRACTOR SHALL NOT COMMINGLE SSA SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts business operations separate and apart from the Services hereunder using the same personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement ("Financial Audit") to the Department and the SSAC within 120 calendar days after the end of the year [illegible] prior [illegible] the system of accounts [illegible] with generally accepted accounting principles and practices, consistently applied [illegible]. The Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit, Desk Review, Program Audit [illegible] or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor and Contractor must then promptly reimburse the City for any amounts the

City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may, at its own cost, conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the NSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services of this Agreement.

All [illegible] approved [illegible] NSM [illegible].

[illegible] NSM [illegible] employees [illegible] State of Illinois [illegible] any subcontract with [illegible] NSM [illegible] approval [illegible].

3.09 Licenses, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it [illegible] consistent with its obligations hereunder, shall secure and maintain at its expense all permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, beneath, inside or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due in whole or in part to the Contractor's Construction activities under this Agreement, and the Contractor shall restore such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed [illegible], it shall, no later than the date the Contractor begins such work [illegible] the contract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work [illegible], the amount allocated for design and preparation of specifications, by a [illegible] acceptable to the City. The performance bond shall be in the form and to the effect of [illegible], which is incorporated by reference as if fully set forth here.

[illegible] and, if so requested, the Contractor must promptly provide such books.

ARTICLE 4. TERM OF SERVICES

This Agreement shall take effect as of January 1, 2015 ("Effective Date") and shall continue through December 31, 2015, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5. COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement for Services between January 1, 2015 and December 31, 2015 is the sum of (a) $276,268 or the total amount of Service Tax funds actually collected (plus interest earned on Service Tax funds) for tax year 2014, whichever is less, (b) the total amount of Surplus Funds in the amount of $50,000, which are being carried over from previous program years and which Contractor hereby acknowledges are in its possession, and (c) Late Collections in an amount not to exceed $16,000; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2015 and December 31, 2015, therefore, shall not exceed $342,268.

5.02 Budget for Services

The Contractor, in conjunction with the SSAC has prepared a Budget through December 31, 2015, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all Services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2015 may not exceed $342,268, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not exceed the maximum compensation set forth in Section 5.01. The SSAC will revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor must submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoice is acceptable, the City will process payment of the invoices.

The Contractor shall deposit all Service Tax Funds in a separate checking account ("Account") at a bank [illegible] insured by the Federal Deposit Insurance Corporation. [illegible] deposited into the Account and disbursements [illegible] this Agreement [illegible] THE CONTRACTOR [illegible] THESE FUNDS IN A SEPARATE [illegible] ACCOUNT FOR CURRENT AND ADDITIONAL SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC [illegible] the Account. The SSAC reserves the right to [illegible] the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is [illegible] and the Account number is [illegible].

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area, and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC shall determine the reasonableness, allocability and allowability of any costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in Fund number [illegible] and are subject to the availability of Funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6. SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago, that it understands and will abide by all provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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 [illegible] applicable [illegible] whether through State [illegible] or otherwise.

D. [illegible]

E. [illegible] understands and will abide by all provisions of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section [illegible] of the Municipal Code of Chicago. [illegible] controlling person as defined in Section 1-23-010 of the Municipal Code [illegible] to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be [illegible] termination of this Agreement.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which are attached hereto as Exhibit 7 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the services to which this Agreement or any related subcontract pertains [illegible] SSAC member shall have any personal or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents in the Service Area [illegible]. Furthermore, no SSAC member, relative of any SSAC member, City of the City or City employee shall be a Subcontractor or have any financial interest in any Subcontractor, employee or Participant of the Contractor or receive a benefit of any kind from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

(a) The Contractor 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) (i) The City is subject to the June 24, 2011 the "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 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(iii) Contractor 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.

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

(c) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

6.06 Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation

compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sec. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is $11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with [illegible] documentation demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance herewith. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(c) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (b) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

[illegible] applicable [illegible] [illegible] and [illegible] under this Agreement.

[illegible] the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit __, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

6.11 Ethics

a. In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

6.12 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) Failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) Failure to perform the Services in a manner satisfactory to the City;

(3) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(e) discontinuance of the Services for reasons within the Contractor's reasonable control;

(f) failure to comply with a material term of this Agreement, including, but not limited to the provisions concerning insurance and nondiscrimination; and

(g) any other acts specifically and expressly stated in the Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

- The right to declare Contractor and its agents ineligible for future contracts awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commission shall consult with the SSA Commission before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

[illegible]

[illegible] Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner or their respective successors and assigns. The City shall incur no liability for additional services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the Federal, State and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with the [illegible] Act of 19[illegible], [illegible] U.S.C. [illegible] Rehabilitation Act of 1973, 29 U.S.C. [illegible] [illegible] with all the standards provided [illegible].

[illegible] The Contractor shall comply with, and the Services shall be provided in accordance with, all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons, including the following: [illegible] Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at the Illinois Administrative Code, Title 71, Ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver so granted, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must, and the City may, bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the SSAC no later than thirty days after the end of each year (May 1 of each year) a fully executed and notarized Affidavit verifying the expenditures and Services provided for the prior year. The Contractor must also provide to the City no later than June 1 of each year, a Five-Year Assessment. The forms of the Affidavit and the Five-Year Assessment are attached as Exhibit 5 and 6, respectively.

8.13 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor'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 (Contractor 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 Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

[illegible]

[illegible]

[illegible]

8.14 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9. NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area [illegible] Commission
1445 W. Morse
Chicago, Illinois 60626

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

[illegible] [illegible]
[illegible]
Chicago, Illinois [illegible]
Attention: [illegible]

[illegible]

ARTICLE 10 CITY ACTION

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will serve in and fulfill the role of the SSA Commission.

ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT

The City has entered into the Multi-Project Labor Agreement ("PLA") with various trades regarding projects as described in the PLA, a copy of which, with all appendices, is attached hereto as Exhibit 9. A copy of the PLA (with appendices) may also be found on the City's website at http://www.cityofchicago.org/PLA. The Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

____
SSAC Chairperson

CITY OF CHICAGO

By: __________
Commissioner, Department of
Planning and Development
Date: , 20

[illegible]
By:
:
[illegible]

State of
County of

This instrument was acknowledged before me on (date) by (name/s of person/s) as (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed).

Signature of Notary Public

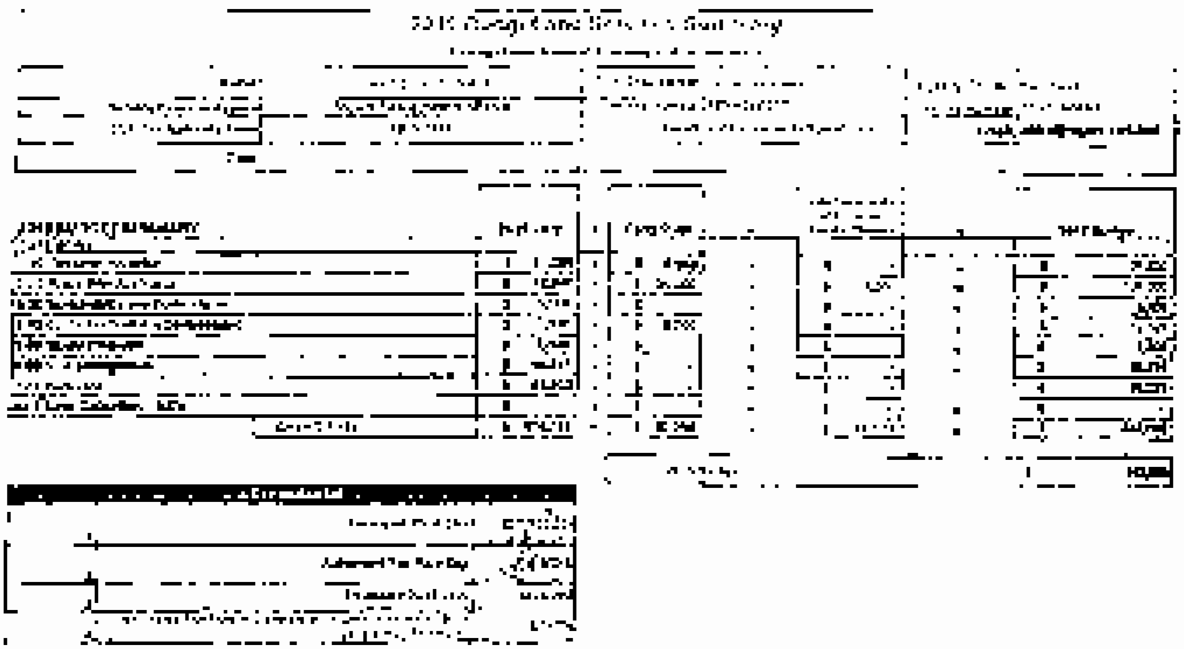
[Sub-Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Service Provider Agreement for Special Service Area Number [illegible] read as follows:]

Attachment [illegible]

To Service Provider Agreement For

Special Service Area No. [illegible]

[illegible]



2015 BUDGET & SERVICES - SIGNATURE PAGE

Kim Stankowski

(Sub)Exhibit 2
To Service Provider Agreement For
Special Service Area No. [illegible]

City Of Chicago
Economic Disclosure Statement And Affidavit

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS:

[illegible]

[illegible]

[illegible]

The Disclosing Party submitting this EDS is:

the Applicant.

B. Business address of the Disclosing Party:

[illegible]
[illegible]
[illegible]

C. Telephone:

[illegible]

Fax:

[illegible]

Email:

[illegible]

D. Name of contact person:

[illegible]

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

[redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow DevCorp NOrth dba Rogers Park Business Alliance to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA# 19.

Which City agency or department is requesting this EDS?

DEPT OF PLANNING AND DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Ms. Dorothy Gregory
Title:	Director
Role:	Director
Officer/Director:	Ms. Carmen Roberts
Title:	President
Role:	Both
Officer/Director:	Mr. Jose Pineda
Title:	Director
Role:	Director
Officer/Director:	Ms. Elizabeth Perez
Title:	Vice President
Role:	Both
Officer/Director:	Ms. Mary Rae
Title:	Director
Role:	Director
Officer/Director:	Ms. Rita Cardenas
Title:	Director
Role:	Director
Officer/Director:	Mr. Raphael Martin
Title:	Director
Role:	Director

Officer/Director: Mr. [illegible]

Title: [illegible]

Role: [illegible]

Officer/Director: Mr. [illegible]

Title: [illegible]

Role: Director

Officer/Director: Mr. [illegible]

Title: Treasurer

Role: Both

Officer/Director: Mr. David [illegible]

Title: Director

Role: Director

Officer/Director: Mr. Anthony [illegible]

Title: Secretary

Role: Both

Officer/Director: Mr. Jose [illegible]

Title: Director

Role: Director

Officer/Director: Mr. Peter [illegible]

Title: Director

Role: Director

Officer/Director: Ms. Mary [illegible] Jones

Title: Director

Role: Director

Officer/Director: Ms. [illegible]

Title: Executive Director

Role: Both

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

[illegible]

Name: [illegible]

Anticipated/ Retained: [illegible]

Business Address: [illegible]
[illegible]

Relationship: [illegible]

Fees ($$ or %): [illegible]

Estimated/Paid: Estimated

Name: [illegible]

Anticipated/ Retained: [illegible]

Business Address: [illegible]
[illegible]

Relationship: Accountant

Fees ($$ or %): [illegible]

Estimated/Paid: Estimated

Name: [illegible]

Anticipated/ Retained: Anticipated

Business Address: [illegible] W. [illegible]
Chicago, IL [illegible] United States

Relationship: [illegible]

Fees ($$ or %): [illegible]

Estimated/Paid: Estimated

Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible]
Relationship:	[illegible]
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated
Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible]
Relationship:	[illegible]
Fees ($$ or %):	$26,[illegible]
Estimated/Paid:	Estimated
Name:	[illegible]
Anticipated/ Retained:	Anticipated
Business Address:	[illegible] [illegible]
Relationship:	[illegible]
Fees ($$ or %):	[illegible]
Estimated/Paid:	Estimated

Has the Disclosing Party [illegible] in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[illegible]

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. [illegible]

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

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

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

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

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

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

[illegible]

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

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

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

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

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

[illegible]

[illegible] as a result [illegible] required to [illegible]

- [illegible] (26 U.S.C. 501(c)(3)),
- [illegible] (26 U.S.C. 501(c)(4)); or
- any [illegible] of any state [illegible] the United States of America [illegible]

Disclosing Party certifies the above to be true

1. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

Disclosing Party certifies the above to be true

2. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

Disclosing Party certifies the above to be true

4. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

5. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

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

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

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

/s/ 07/24/2014
Sandi Price
Executive Director
DevCorp North dba Rogers Park Business Alliance

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Certificate of Filing attached to this Economic Disclosure Statement and Affidavit reads as follows:

Certificate Of Filing.
(To Economic Disclosure Statement And Affidavit)

EDS Number: 58436
Certificate Printed on: 08/18/2014

Date of This Filing:07/24/2014 04:33 PM
Original Filing Date:07/24/2014 04:33 PM

Disclosing Party: DevCorp North dba Rogers Park Business Alliance
Filed by: Sandi Price

Title:Executive Director

Matter: To allow DevCorp NOrth dba Rogers Park Business Alliance to enter into a service provider agreement with the City of Chicago in order to provide special services within SSA# 19.
Applicant: DevCorp North dba Rogers Park Business Alliance
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area No. 19)

Special Service Area No. 19.

Contractor Insurance Provisions.

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Professional Liability.

When any professional consultants (e.g., CPAs, attorney, architects, engineers) perform work in connection with this Agreement, Professional Liability Insurance

coverage for acts, errors, or omissions must be maintained with limits of not less than $500,000. 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 years.

5) Crime

The Contractor is responsible for all persons handling funds under this Agreement against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card fraud, forgery and other related crime risks.

B. Security Firms

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Sub-Exhibit 4 of this Agreement attached hereto and incorporated by reference as though fully set forth herein.

C. Additional Requirements

Contractor 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Sub-Exhibit 3) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor under this 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to in this Service Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 19)

Special Service Area Number 19

[illegible]

The [illegible] must [illegible] Contract completion and during the time periods following expiration. If Security Bond is required [illegible]

and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, noncontributory basis.

4) Professional Liability.

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

B. Additional Requirements.

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this

Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor 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 Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm 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 Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[illegible]
[illegible] Service Provider Agreement For
Special Service Area No. [illegible]

[illegible]
Page 1 of 6

[illegible]
September 2014

Schedule 5
(To Service Provider Agreement For
Special Service Area No. [illegible])

Prevailing Wages
(Page 2 of 10)

Cook County Prevailing Wage For
September 2014

[illegible]

(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 10)

[illegible] Minutes
(Page 3 of 9)

Continued

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(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 19)

[illegible]
(Page 4 of 9)

Explanations

[illegible]

[illegible]

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Attachment 5
(To Service Provider Agreement For
Special Service Area No. 19)

Provider Resumes
Page 8 of 9

Qualifications

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[illegible]

[illegible]

[illegible]

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[illegible]

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Exhibit 5
(To Service Provider Agreement For
Special Service Area No. [illegible])

Prevailing Wages
(Page 6 of 9)

Explanations

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(Sub)Exhibit 5
To Service Provider Agreement For
Special Service Area No. 13

Prevailing Wages
(Page 7 of 9)

Explanations

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[illegible] 5
To Service Provider Agreement For
Special Service Area No. [illegible]

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Page 5 of [illegible]

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(Sub)Exhibit 5
(To Service Provider Agreement For
Special Service Area No. 19)

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(Page 9 of 9)

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[illegible]

[illegible]

(Sub)Exhibit 6
To Service Provider Agreement For
Special Service Area No. 19

Service Provider Performance And Payment Bond

[SPECIMEN]

Know All Men by these Presents, That we

Principal, hereinafter referred to as Contractor, and

Surety,

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. and Specification No. all in conformity with said contract, for

The said contract is incorporated herein by reference in its entirety, including all Commercial Non-Discrimination provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising the contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherein the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor, or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay such compensation to each and every person who may be entitled to it, and shall in all respects comply with the requirements of the Workers' Compensation Act, 820 ILCS 305, as amended and/or the Workers' Occupational Diseases Act 820 ILCS 310, as amended, then is this obligation to be null and void, otherwise to remain in full force and effect.

[illegible]

[illegible] been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anyway affect the obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

(Seal)

Approved, __________, 20__

(Seal)

____________________ (Seal)

Purchasing Agent

____________________ (Seal)

Approved as to Form and Legality

____________________ (Seal)

____________________ (Seal)

Assistant Corporation Counsel

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

[illegible]

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

[illegible]

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

[illegible]

Rider.
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number ____ and Specification Number ____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 7.
(To Service Provider Agreement For Special Service Area No. 19)

Contractor's Affidavit.

Contractor Name: ______________________________

Special Service Area Number: ______________________________

Agreement ("Agreement"): ______________________________
Agreement between the City of Chicago and ______________________ dated ______________________, relating to the provision of special services.

Affidavit.

The undersigned, ____________________, as ____________________, and on behalf of ____________________, having been duly sworn under oath, certifies that in the year _____, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor and I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Company:

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of

County of

Sworn to and subscribed before me by
[name of signatory] as (title) of ________________.
[name of contracting party] this ____ day of ______, __ 20__.

Signature of Notary

[Five Year Assessment Form referred to in this
Contractor's Affidavit unavailable
at time of printing.]

Exhibit 5
To Service Provider Agreement For
Special Service Area No. 14

Special Service Area -- Additional Audit Requirements

Accounting System.

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be easily traced and its statement of activities according to the categories listed in the budget approved by the City for each Area.

Guidance For The Committee's Selection Of A CPA Firm (Independent Auditor).

The Committee must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, the audit criteria and scope of the work required. Audit firm rotations can replace an annual RFP process; an RFP process every three years is preferred.

2. Distribute and publicize the RFP sufficiently to ensure full and open competition.

3. Request in the RFP that bidders provide for evaluation:

   a. How the CPA Firm will conduct the audit.

   b. Qualifications of the CPA Firm, management and staff, including experience in auditing like entities.

   c. Procedures for rotation of engagement key personnel.

   d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous two years.

   e. Whether the CPA Firm has received a positive peer review within the last three years.

   f. Whether the CPA Firm is independent, as defined by applicable auditing standards.

   g. Whether the CPA Firm has been the subject of any disciplinary action during the past three years.

   h. Confirmation that the CPA Firm and all personnel assigned to the engagement are licensed as certified public accountants in the State of Illinois and attach a copy of a current license with the RFP response or annually.

      Confirmation the CPA Firm is not on the City's debarment list.

   i. The audit fee.

4. Evaluate the proposals based on:

   a. The CPA Firm's understanding of the audit requirements, including the needs of the [illegible] and the final products to be delivered.

  b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.

  c. Qualifications of the CPA Firm.

  d. Qualifications of the audit team.

  e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:

  a. Proposals should be evaluated as submitted.

  b. Make a list of strengths and weaknesses for each to support its technical rating.

  c. Review the proposed fees offered by the bidders after completion of the technical evaluation.

  d. Ask questions of the bidders to eliminate any ambiguities.

  e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.

6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:

  a. Audit scope, objectives and purposes.

  b. Deadlines for the work to be performed.

  c. Audit fees.

  d. Report format, including providing a PDF digital version of the final audit.

  e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").

  f. Professional auditing standards to be followed in performing the audit.

  g. Independence of the CPA Firm to the SSAC.

h. Terms of making changes to the scope of the Agreement.

i. CPA Firm's ownership of the work papers, retention period and requirement for availability to the City upon request.

Summary Schedule Of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

a. Section 5.01, Basis of Payment, describes "carryover" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

b. Section 5.02, Budget for Services, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. Section 5.03, Method of Payment, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

Audit Of Financial Statements.

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

Audit Documents.

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.

2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g., columns should be 2015 Budget, 2015 Actual; Variance; 2014 Budget, 2014 Actual, Variance).

3. Statement of Cash Flows.

4. Notes to the Financial Statements.

5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

CPA Firm License.

The CPA Firm shall attach as an exhibit to the audit the firm's active license and key personnel to this engagement in the State of Illinois.

Audit Presentations.

The CPA Firm shall attend at least one SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

Debarment.

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

(Sub)Exhibit 9
To Service Provider Agreement For
Special Service Area No. [illegible]

City Of Chicago

Multi-Project Labor Agreement

This Master Multi-Project Labor Agreement ("Agreement") is entered into by and between the City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatever tier performing construction work on any project to which this Agreement may be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of many projects located in Chicago, Illinois. Due to the size, scope, cost and duration of the multitude of projects that typically proceed in the City of Chicago, the parties to this Agreement have determined that it is in the Owner's interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects.

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions in the Chicago region which have traditionally performed and have trade and geographic jurisdiction over such work. Such [illegible] has proven the value of such cooperation, and that such mutual [illegible] projects, disagreements and that the ultimate beneficiaries [illegible] the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion [illegible] fully operational [illegible] by any of the signatory labor organizations.

NOW, THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner, its representatives, and agents shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehabilitation, repair, and/or new work for the project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the site of construction or off-site which will be installed on the site (including, but not limited to, improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters Joint Council No. 25. Copies of all such current collective bargaining

[illegible] Agreement [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Agreement [illegible] [illegible] [illegible] and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to [illegible] where the successful bidder [illegible] signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder [illegible] the [illegible] area [illegible] [illegible]

3. [illegible] Agreement [illegible] This Project [illegible] [illegible]

4. [illegible] members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, [illegible] or any [illegible] covered under this Agreement for any reason whatsoever, [illegible] collective bargaining agreements [illegible] Appendix A [illegible] collective bargaining agreement [illegible] [illegible] collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto [illegible] [illegible] [illegible]

6. [illegible] Agreement [illegible] Agreement [illegible] collective bargaining agreement [illegible] Agreement [illegible] shall [illegible] Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any [illegible]

7. The parties agree to [illegible] completion [illegible] this Agreement, any [illegible] shall [illegible] Chicago [illegible] the Project [illegible] any [illegible] payment [illegible]

8. This Agreement shall become effective [illegible] all Projects [illegible] the parties [illegible] this Agreement [illegible] Main Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional one (1) year term unless either party gives a notice to terminate between ninety (90) and sixty (60) days prior to the annual expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor on the Project and any signatory labor organization over fringe benefit fund contributions required by any of the appropriate collective bargaining agreements [illegible] of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice [illegible] by the applicable labor organization or fringe benefit fund [illegible] the contractor or subcontractor [illegible] the amount claimed shall be withheld from the contractor's or subcontractor's [illegible] payments from the contractor or subcontractor, or their agents until the dispute is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

12. (a) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, of the International Union shall be final and binding on the affiliated local unions and shall constitute a final and binding decision and determination as to the jurisdiction of work.)

13. (b) If no settlement is achieved subsequent to the preceding Paragraph 12, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this step shall be final and binding.

14. (c) If no settlement agreement is reached during the proceedings contemplated by Paragraph 12 or 13 above, the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of such dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement [illegible] subject to the terms of Articles V, VI and VII of the [illegible] Building & Construction Trades Department Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement [illegible] the following names [illegible].

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited [illegible] this Agreement [illegible] this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors, agree that the applicable substance abuse policy (i.e., drug testing) applicable to the employees working on any covered Project shall be that as set forth or otherwise provided for in the area wide collective bargaining agreements [illegible] Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owner and/or General Contractor, its contractors or subcontractors [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

14. [illegible] Agreement [illegible]

15. [illegible] Agreement [illegible]

16. All parties [illegible] this Agreement.

[illegible] this Agreement.

[illegible]

[illegible]

[illegible]

By: Authorized Officer [illegible]

[illegible]

(Name of Labor Organization)

Its Duly Authorized Officer

[Appendices "A", "B" and "C" referred to in this Multi-Project Labor Agreement unavailable at time of printing.]

Continued in Volume II
on page 90103