Office of the City Clerk
City of Chicago

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting 5/8/2013
Section 1b - Mayoral Introductions Containing Economic Disclosure Statements

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Loan				
1	O2013-3427	Sale of City-owned property at 1200-1210 E. 78th St to Lifelink Charities for loan and associated conveyance for Montclare Senior Residences of Avalon Park Phase II	Emanuel, Rahm (Mayor)	Finance
2	O2013-4098	Transportation Infrastructure Finance and Innovation Act loan and associated to execute rental car lease and license/concession agreement	Emanuel, Rahm (Mayor)	Joint Aviation/Finance
Class 7(b)				
3	O2013-3763	Designation of Class 7(b) tax status for Delta Real Estate Holdings, LLC	Emanuel, Rahm (Mayor)	Economic
Class L				
4	O2013-3802	Support of Class L tax status for property at 12 S Michigan Ave	Emanuel, Rahm (Mayor)	Finance
Public Way Usage				
5	O2013-3350	Renewal of contract with DePaul University regarding public way and freight tunnel use	Emanuel, Rahm (Mayor)	Transportation
Sale of City-owned Property				
6	O2013-3351	Sale of City-owned property at 1000 and 1100 blocks of E 76th St and 7600 and 7700 blocks of S Greenwood Ave to New Life Covenant S.E. Church	Emanuel, Rahm (Mayor)	Housing
7	O2013-3353	Sale of City-owned property at 2557 W Washington Blvd	Emanuel, Rahm (Mayor)	Housing
8	O2013-3362	Sale of City-owned property at 3927 S Prairie Ave under Adjacent Neighbors Land Acquisition Program	Emanuel, Rahm (Mayor)	Housing
9	O2013-3365	Sale of City-owned property at 5624 S Michigan Ave to Coppin Memorial A.M.E. Church	Emanuel, Rahm (Mayor)	Housing
Special Service Area(s)				
10	O2013-3389	Scope of services, budget and management agreement for Special Service Area No. 4	Emanuel, Rahm (Mayor)	Finance
11	O2013-3393	Scope of services, budget and management agreement for Special Service Area No. 20	Emanuel, Rahm (Mayor)	Finance
12	O2013-3396	Scope of services, budget and management agreement for Special Service Area No. 31	Emanuel, Rahm (Mayor)	Finance
13	O2013-3399	Scope of services, budget and management agreement for Special Service Area No. 44	Emanuel, Rahm (Mayor)	Finance

City of Chicago

O2013-3427

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 1200-1210 E. 78th St to Lifelink Charities for loan and associated conveyance for Montclare Senior Residences of Avalon Park Phase II
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a loan and associated conveyance for Montclare Senior Residences of Avalon Park Phase II.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, the City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; 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 the City's Department ofHousing and Economic Development ("HED"); and

WHEREAS, HED has preliminarily reviewed and approved the making of a loan to Montclare Senior Residences of Avalon Park Phase II, LLC, an Illinois limited liability company (the "Borrower") whose manager is Avalon Park Phase II, LLC, an Illinois limited liability company (the "Avalon Manager"), in an amount not to exceed $7,150,000 (the "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; and

WHEREAS, to induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act") the City Council of the City of Chicago adopted ordinances on October 7, 1998 approving a redevelopment plan (the "Plan") and designating the 71st/Stony Island Redevelopment Project Area (the "Area") as a redevelopment project are pursuant to the Act; and

WHEREAS, the City is the owner of one (1) parcel of vacant land (the "Property") located at 1200-1210 East 78th Street, in Chicago, Illinois, as legally described on **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, Lifelink Charities, an Illinois not-for-profit corporation licensed to transact business in Illinois (the "Sponsor"), located at 1900 Spring Road, #300, Oak Brook, Illinois, has proposed to purchase the Project Property, as hereinafter defined, from the City for One and no/100 Dollars ($1.00), which is a One Million One Hundred Thirty-Six Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($1,136,799) land write down from the Project Property's fair market value of One Million One Hundred Thirty-Six Thousand Eight Hundred and no/100 Dollars ($1,136,800); and

WHEREAS, on January 16, 2002, the City Council enacted an ordinance published in the Journal of Proceedings for such date at pages 77362 through 77366, inclusive, as amended by an ordinance adopted by City Council on September 4, 2003 and published in the Journal of Proceedings for such date at pages 6475 through 6626, inclusive, which authorized the establishment of a program (as supplemented, amended and restated from time to time, the "Donation Tax Credit Program") to be implemented by HED in connection with the use of certain tax credits authorized by the Illinois General Assembly pursuant to Public Act 92-0491 (as

supplemented, amended and restated from time to time) for donations made in connection with affordable housing projects; and

WHEREAS, the City may convey the Property to the Sponsor, or another affiliate of the Borrower in connection with the Project, as defined hereinafter on **Exhibit A**; and

WHEREAS, the City's conveyance of the Project Property to the Sponsor may qualify under the Donation Tax Credit Program as an eligible donation, and may generate certain additional proceeds for the Project; and

WHEREAS, it is anticipated that the Sponsor will cause the Property to be conveyed to the Borrower immediately following the City's conveyance of the Property to the Sponsor and that the Borrower will immediately thereafter convey approximately 8,371 square feet of the Property to Montclare Senior Residences of Avalon Park Phase I, LLC, an Illinois limited liability company (the "Phase One Owner") in exchange for approximately 8,371 square feet of the Phase One Owner's property (the "Phase One Owner's Property") adjacent to the Property, as legally described on **Exhibit C** attached hereto and made a part hereof;

WHEREAS, the Property (less the portion conveyed to the Phase One Owner) and the Phase One Owner's Property (together, the "Project Property") shall be utilized for the development and construction of a new seven-story brick building providing 122 senior housing residential units, including affordable housing units (the "Senior Housing Affordable Project"), as more fully described herein; and

WHEREAS, Lifelink Charities and Montclare Senior Residences of Avalon Park Phase II, LLC, whose manager is Avalon Manager, shall enter into a real estate redevelopment agreement ("Redevelopment Agreement"), in the form attached hereto as **Exhibit D**, with the City for the negotiated sale of the Property to Lifelink Charities from the City, which such Redevelopment Agreement shall include terms reflecting: (1) Lifelink Charity's subsequent transfer of the Property to the Borrower; (2) Borrower's conveyance of approximately 8,371 square feet of the Property to the Phase One Owner in exchange for approximately 8,371 square feet of the Phase One Owner's Property adjacent to the Property; and (3) the development of the Project by the Borrower in accordance with the Plan for the Area; **now therefore,**

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of HED (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a Redevelopment Agreement between Lifelink Charities, Montclare Senior Residences of Avalon Park Phase II, LLC and the City substantially in the form attached hereto as **Exhibit D** and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City is hereby authorized to sell and convey to Lifelink Charities the Property for the land write down sum of One and no/100 Dollars ($1.00) in accordance with and subject to the terms of the Redevelopment Agreement.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to Lifelink Charities, or to a land trust of which Lifelink Charities is the sole beneficiary, or to a business entity of which Lifelink Charities is the sole controlling party, the Property for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 6. The City hereby approves the conveyance of the Property to the Sponsor. The City hereby approves the conveyance of the Project Property as a donation to the Sponsor from the City under the Donation Tax Credit Program in connection with the Project. The Authorized Officer is hereby authorized to transfer the tax credits allocated to the City by the Illinois Housing Development Authority, if any, under the Donation Tax Credit Program in connection with the conveyance of the Project Property to an entity satisfactory to the Authorized Officer on such terms and conditions as are satisfactory to the Authorized Officer (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the Authorized Officer is hereby authorized to use such proceeds, to make a grant to the Sponsor, in his or her sole discretion, for use in connection with the Project (the "Grant"). Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Sponsor.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Property (as defined on Exhibit A hereto).

SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

EXHIBIT A

BORROWER:	Montclare Senior Residences of Avalon Park Phase II, LLC, an Illinois limited liability company whose manager is Avalon Park Phase II, LLC, an Illinois limited liability company, and others to be hereafter selected as additional members		
PROJECT:	Acquisition of land and construction of a building to be located at the Project Property and of approximately 109 dwelling units contained therein as one-, and two-bedroom units for low- and moderate-income senior citizens, approximately 13 market rate residential units for senior citizens, and certain common areas and parking spaces		
LOAN:	Source:		Multi-Family Program Funds
	Amount:		Not to exceed $7,150,000
	Term:		Not to exceed 43 years
	Interest:		Zero percent per annum
	Security:		Non-recourse loan; mortgage on the Property (the "City Mortgage")
ADDITIONAL FINANCING:	1.	Amount:	Approximately $2,650,000 (the "Permanent Senior Loan")
		Term:	Not to exceed 40 years from closing of the Permanent Senior Loan
		Source:	Developers Mortgage Corporation, or another source acceptable to the Authorized Officer
		Interest:	A fixed rate of interest not to exceed 4.5 percent per annum
		Security:	Mortgage on the Property senior to the lien of the City Mortgage
	2.	Amount:	Approximately $15,000,000 (the "Bridge Loan")
		Term:	Not to exceed 24 months
		Source:	Bank of America, N.A., or another source acceptable to the Authorized Officer
		Interest:	A fixed or floating rate of interest not to exceed LIBOR + 4% per annum, or another interest rate acceptable to the Authorized Officer
		Security:	Mortgage on the Property senior to the lien of the City Mortgage
	3.	Low-Income Housing Tax Credit ("LIHTC")	
		Proceeds:	Approximately $14,850,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Bridge Loan
		Source:	To be derived from the syndication of approximately $1,500,000 LIHTC allocation by the City
	4.	Amount:	Approximately $750,000
		Term:	Not to exceed 43 years

	Source:	Illinois Housing Development Authority, or another source acceptable to the Authorized Officer
	Interest:	One percent per annum
	Security:	Mortgage on the Property junior to the lien of the City Mortgage
5.	Amount:	Approximately $650,000
	Term:	Not to exceed 43 years
	Source:	Proceeds of a grant of LTOS funds to Montclare Avalon Park II Corp., an Illinois corporation, from the Chicago Low-Income Housing Trust Fund, or another source acceptable to the Authorized Officer
	Interest:	Zero percent per annum
	Security:	Mortgage on the Property junior to the lien of the City Mortgage
6.	Amount:	Approximately $200,000
	Term:	Not to exceed 43 years
	Source:	Proceeds of a grant of funds to the Sponsor from the Illinois Department of Commerce and Economic Opportunity, or another source acceptable to the Authorized Officer
	Interest:	Zero percent per annum
	Security:	Mortgage on the Property junior to the lien of the City Mortgage
7.	Amount:	Not to exceed $965,250
	Term:	Not to exceed 43 years
	Source:	Proceeds of the Grant to the Sponsor from the City derived from the transfer of Donation Tax Credits, or another source acceptable to the Authorized Officer
	Interest:	Zero percent per annum
	Security:	Mortgage on the Property junior to the lien of the City Mortgage
8.	Amount:	Approximately $1,136,800
	Term:	Not to exceed 43 years
	Source:	Sponsor, as seller financing in connection with the sale of the Property to the Borrower
	Interest:	Not to Exceed the Applicable Federal Rate
	Security:	Mortgage on the Property junior to the lien of the City Mortgage
9.	Amount:	Approximately $400,000
	Term:	Not to exceed 43 years
	Source:	Federal Home Loan Bank, or another source acceptable to the Authorized Officer
	Interest:	Zero percent per annum
	Security:	Mortgage on the Property junior to the lien of the City Mortgage

Exhibit B

Property Legal Description
(SUBJECT TO FINAL TITLE AND SURVEY)

North Legal Description
A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 5 degrees 19 minutes 30 seconds East 66.26 feet to a point in the North line of said vacated 78th Street; said point being 12 feet West of the Southeast corner of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431, thence North 10 degrees 26 minutes East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet to the point of beginning; thence continuing North 10 degrees 41 minutes East along said last described line, 75.64 feet to the most Southerly line of the property described in deed recorded September 25, 1942, as Document Number 12963009; thence North 79 degrees 19 minutes West along the most Southerly line of the property described in said Document Number12963009 and along the Southerly line of the property described in Warranty Deed recorded October 16, 1947, as Document Number 14169223, a distance of 5.25 feet to the Southwest corner of the property described in said Document Number 14169223, thence North 0 degrees 21 minutes East a distance of 53.0 feet to a point that is 10.50 feet perpendicularly distant Easterly from the center line of the Pennsylvania Railroad Company's interchange track; thence North 22 degrees 44 minutes 30 seconds East a distance of 110.06 feet to a point that is 1.02 due West of the Easterly line of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431; thence due North 41.73 feet to a point that is 18 feet perpendicularly distant Easterly from said center line of interchange track; thence East at right angles a distance of 13.53 feet to a point in the curved Easterly line of the said Illinois Central Railroad; thence Northeasterly along said curved railroad line, convex to the West and having a radius of 933.70 feet a distance of 93.48 feet to a point 20.21 feet West at right angle measurement of the original center line of said Woodlawn Avenue; thence North 18 degrees 21 minutes 15 seconds East a distance of 69.71 feet to a point in the South line of 77th Street, 1.74 feet East of the center line of said vacated Woodlawn Avenue; thence South 89 degrees 39 minutes East along said South line of 77th Street, a distance of 160.66 feet to the West line of an alley; thence South 00 degrees 00 minutes 20 seconds West along said West alley line, a distance of 260.60 feet to a point 338.00 feet North of the North line of said 78th Street; thence North 89 degrees 48 minutes 00

seconds West, 140.00 feet; thence South 00 degrees 11 minutes 40 seconds West, 161.63 feet; thence South 45 degrees 21 minutes 32 seconds West, 12.94 feet; thence North 89 degrees 28 minutes 38 seconds West, 101.06 feet; thence North 78 degrees 50 minutes 38 seconds West, 31.18 feet to the point of beginning, all in Cook County, Illinois. Containing 76668.04 sq. ft. or 1.76 Acres

Commonly known and numbered as: 1210 East 78th Street, Chicago, Illinois
Permanent Index Numbers: 20-26-417-043-0000 and 20-26-323-106-0000

Exhibit C

Phase One Owner's Property
Legal Description

(SUBJECT TO FINAL TITLE AND SURVEY)

A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 04 degrees 23 minutes 46 seconds East 66.26 feet to a point in the North line of said vacated 78th Street; said point being 12 feet West of the Southeast corner of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431, thence North 10 degrees 26 minutes East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet; thence South 78 degrees 50 minutes 38 seconds East, 31.18 feet; thence South 89 degrees 28 minutes 38 seconds East, 101.06 feet; thence North 45 degrees 21 minutes 32 seconds East, 12.94 feet; thence North 00 degrees 11 minutes 40 seconds East, 109.10 feet to the point of beginning; thence continuing North 00 degrees 11 minutes 40 seconds East, 52.53 feet; thence South 89 degrees 48 minutes 00 seconds East, 140.00 feet to a point on the West line of the 14.00 foot public alley in Block 78 of said Cornell Subdivision, being 338.00 feet North of the North line of said 78th Street; thence South 00 degrees 00 minutes 34 seconds West along said last described line a distance of 67.29 feet; thence South 90 degrees 00 minutes 00 seconds West, 68.11 feet; thence North 00 degrees 00 minutes 00 seconds West, 15.00 feet; thence North 89 degrees 48 minutes 00 seconds West, 72.06 feet to the point of beginning, all in Cook County, Illinois. Containing 8371.89 sq. ft. or 0.19 Acres.

Permanent Index Numbers: 20-26-417-044-0000 (Part)

Exhibit D

Redevelopment Agreement

[SEE ATTACHED]

AGREEMENT
FOR THE SALE
AND REDEVELOPMENT
OF LAND

(The Above Space For Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the _____ day of _____, 2013, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development ("DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, **LIFELINK CHARITIES,** a Illinois 501(c)(3) corporation ("Lifelink Charities"), licensed to transact business in Illinois, with its principal place of business located at 1900 Spring Road, #300, Oak Brook, Illinois, and **MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE II, LLC**, an Illinois limited liability company ("Montclare"), with its local offices located 701 Lee Street, Suite 802, Des Plaines, Illinois. Lifelink Charities and Montclare together shall be referred to herein as the "Developers".

RECITALS

WHEREAS, Lifelink Charities desires to purchase from the City certain real property having the common addresses of 1210 East 78th Street, Chicago, Illinois, as legally described on **Exhibit A** attached hereto (the "City Parcel"); and

WHEREAS, the City Parcel is comprised of approximately 76,608 square feet or 1.76 acres of land situated within the boundaries of the 71st/Stony Island Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinances ("Ordinances") of the Chicago City Council dated October 7, 1998 and published at pages 78137 through 78242 of the Journal of the Proceedings of the City Council of the City of Chicago; and

WHEREAS, the appraised market value of the City Parcel, taking into consideration the environmental condition of the City Parcel, is One Million One Hundred Thirty-Six Thousand Eight Hundred and no/100 Dollars ($1,136,800); and

WHEREAS, Montclare Senior Residences of Avalon Park Phase I, LLC an Illinois limited liability company (the "Phase One Owner") owns a parcel of land measuring approximately 8,371 square feet and located adjacent to the City Parcel, as legally described on **Exhibit B** attached hereto (the "Phase One Owner Parcel");

WHEREAS, Lifelink Charities has submitted a proposal to DHED to purchase the City Parcel and the City is willing to sell the City Parcel to Lifelink Charities for One and no/100 Dollars ($1.00), which is a One Million One Hundred Thirty-Six Thousand Seven Hundred Ninety Nine and no/100 Dollars ($1,136,799) land write down in consideration of the fulfillment of obligations under this Agreement including the obligations for the development on the City Parcel (less the Phase II Swap Parcel, as defined below) and the Phase One Owner Parcel of a seven (7) story brick masonry building that will consist of one hundred twenty-two (122) senior housing rental dwelling units of which 109 units, or 90 percent will be affordable for senior households aged 62 years and older earning up to 15, 30, 50, and 60 percent of the area median income ("Rental Project"). The Rental Project shall also include a parking lot containing seventy-three (73) parking spaces, two patio areas and landscaped grounds, all as more fully described on **Exhibit C** attached hereto. The total development costs for the acquisition of the City Parcel and construction of the Rental Project shall be approximately Twenty Nine Million Nineteen Thousand One Hundred Twenty-Six and No/100 Dollars ($29,019,126), or such other amount approved by the City; and

WHEREAS, the City will transfer the City Parcel to Lifelink Charities in an effort to generate affordable housing tax credits under Section 3805/7.28 of the Illinois Housing Development Act, 20 ILCS 3095/1 *et seq.*, and under the implementing regulations set forth in title 47, Part 355 of the Illinois Administrative Code, 47 Ill. Adm. Code 355.101 *et seq.* (the "Donation Tax Credit Program"); and

WHEREAS, Lifelink Charities shall simultaneously transfer to Montclare, of which Avalon Park Phase II, LLC, an Illinois limited liability company, is the Manager ("Manager"), the City Parcel to be used for the Rental Project (with the exception of the Phase II Swap Parcel); and

WHEREAS, Montclare will immediately thereafter convey approximately 8,371 square feet of the City Parcel, as legally described on **Exhibit D** attached hereto and made a part hereof (the "Phase II Swap Parcel"), to the Phase One Owner in exchange for the Phase One Owner Parcel.

WHEREAS, the Phase One Owner Parcel shall become part of the Rental Project and thereby subject to the terms and conditions of this Agreement; and

WHEREAS, the City Parcel together with the Phase One Owner Parcel shall be referred to herein as the "Property"; and

WHEREAS, Montclare is obtaining financing for the Rental Project, directly or indirectly, as follows: (1) Not to exceed $7,150,000 Multi-Family Program "HOME" Funds as a non-recourse City loan secured by a City mortgage ("City Mortgage"); (2) approximately $2,650,000 from Developers Mortgage Corporation, or another source acceptable to the City ("Permanent Senior Lender"); (3) approximately $15,000,000 from Bank of America, N.A., or another source acceptable to the City, as a construction loan ("Bridge Lender"); (4) approximately $14,850,000 of Low-Income Housing Tax Credit ("LIHTC") proceeds from the syndication of $1,500,000 of annual LIHTC allocated by the City; (5) $750,000 Illinois Housing Development Authority loan ("IHDA Loan") junior to the City Mortgage; (6) $650,000 grant of Chicago Low Income Housing Trust Funds to Montclare Avalon Park II Corp., which will be contributed or loaned to Montclare; (7) $200,000 received by Lifelink Charities from the State of Illinois, Department of Commerce and Economic Opportunity ("DCEO"), which will be contributed or loaned to Montclare; (8) an amount not to exceed $965,250 as proceeds of the grant to Likelink Charities from the City derived from the transfer of Donation Tax Credits, which will be contributed or loaned to

Montclare; (9) $1,950,000 of Lifelink Charities' proceeds for the sale of the City Parcel to Montclare, which will be contributed or loaned to Montclare, all to finance the Rental Project; (10) approximately $400,000 from Federal Home Loan Bank, or another source acceptable to the City; and

WHEREAS, the Developers and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developers and the City.

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

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Lifelink Charities, and Lifelink Charities agrees to purchase the City Parcel from the City for the land write down amount of One and No/100 Dollars ($1.00) ("Purchase Price").

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

No earnest money or performance deposit shall be required.

SECTION 4. SIMULTANEOUS CLOSINGS.

The closing of the transfer of the City Parcel from the City to Lifelink Charities, the simultaneous Lifelink Charities transfers to Montclare, the Montelcare transfer of a portion of the City Parcel to the Phase One Owner, and the transfer of the Phase One Owner Parcel to Montclare (together the "Simultaneous Closings") shall take place at the downtown offices of such reputable title company as may be selected by the Developers and as approved by the City (the "Title Company"), after the Developers have applied for all necessary building permits and zoning approvals for the Rental Project, as required pursuant to Section 7 hereof, or on such date as the parties mutually agree upon in writing (the "Simultaneous Closings Date"); provided, however, in no event shall the Simultaneous Closings occur (1) until and unless the conditions precedent set forth in Sections 5.A. and 9 are all satisfied, unless DHED, in its sole discretion waives such conditions, and (2) any later than September 1, 2013 (the "Outside Simultaneous Closings Date"), unless DHED, in its sole discretion, extends the Outside Simultaneous Closings Date.

At the Simultaneous Closings there shall occur various simultaneous transfers ("Simultaneous Transfers") as follows: The City shall deliver to Lifelink Charities (i) the Deed and (ii) possession of the City Parcel, subject to the Permitted Exceptions. Lifelink shall transfer the City Parcel to Montclare, subject to the Permitted Exceptions. Montclare shall transfer the Phase II Swap Parcel to the Phase One Owner in exchange for the Phase One Owner Parcel

for use in the Rental Project. The Phase One Owner Parcel shall also be subject to the Permitted Encumbrances.

SECTION 5. CONVEYANCE OF TITLE.

A. Form of Deed. Subject to the City's review and sole discretionary approval of any Reciprocal Easement Agreement involving the Rental Project, the City shall convey the City Parcel to Lifelink Charities by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

1. the Redevelopment Plan for the Redevelopment Area;

2. standard exceptions in an ALTA title insurance policy;

3. general real estate taxes and any special assessments or other taxes;

4. all easements, encroachments, covenants and restrictions of record and not shown of record;

5. such other title defects that may exist; and

6. any and all exceptions caused by the acts of any of the Developers or their respective agents.

The Phase One Owner shall convey the Phase One Owner Parcel to Montclare by warranty deed ("Warranty Deed") subject to the terms of this Agreement and the Permitted Encumbrances. The Phase II Swap Parcel shall not be subject to the terms of this Agreement once conveyed to the Phase One Owner. Accordingly, upon the occurrence of the Simultaneous Closings, the land subject to the terms of this Agreement shall be the Property, as more fully described on **Exhibit E** attached hereto.

B. Recording Costs. Developers shall pay to record the Deed, this Agreement, the Warranty Deed of the Phase One Owner Parcel to Montclare, and any other documents incident to all of the conveyances of the City Parcel, Phase One Owner Parcel, the Phase II Swap Parcel, and the Property.

C. Escrow. If Developers require conveyance through escrow, the Developers shall pay all escrow fees.

SECTION 6. TITLE, SURVEY AND REAL ESTATE TAXES.

6.1 Title commitment and Insurance. Not less than 30 days before the anticipated Simultaneous Closings Date, the Developers shall order a current title commitment issued by the Title Company for the Rental Project. The Developers shall pay the cost of, and shall be responsible for, obtaining on the Simultaneous Closings Date, any title insurance, extended coverage, endorsements required by this Agreement, and any other endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, any "gap" undertakings, title indemnities and similar liabilities) at or prior to the Simultaneous Closings. At the Simultaneous Closings,

the Developers shall deliver to the City a copy of the owner's policy of title insurance that they obtain with respect to the Property that they acquired pursuant to the Simultaneous Transfers.

6.2. Survey. The Developers shall be responsible for obtaining, at the Developers' expense, all surveys for the Property and all other surveys necessary to complete the Rental Project.

6.3. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the City Parcel prior to the Simultaneous Closings Date. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. If the City is unable to obtain the waiver of such taxes and Developers elect to close, the Developers shall assume the responsibility for any such delinquent real estate taxes. Developers shall also be responsible for all taxes accruing after the Simultaneous Closings. Until a Certificate of Completion (as defined in Section 13) is issued by the City, the Developers shall notify the City that either the Property is certified as exempt from taxation or that the real estate taxes have been paid in full within ten (10) days of such payments.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developers shall apply for all necessary building permits and other required permits and government approvals for the Rental Project after the City Council authorizes the sale of the City Parcel to Lifelink Charities, shall pursue such permits and approvals in good faith and with all due diligence, and shall provide evidence that all such permits have been issued prior to the Simultaneous Closings or provide evidence or other information satisfactory to the City that such permits are ready to be issued but for the Simultaneous Closings.

SECTION 8. PROJECT BUDGETS AND PROOF OF FINANCING.

The total of the Rental Project Budget ("Rental Project Budget") is currently estimated to be Twenty Nine Million Nineteen Thousand One Hundred Twenty-Six and No/100 Dollars ($29,019,126) (the "Preliminary Rental Project Budget"). The Developers shall provide the City with a Rental Project MBE/WBE Budget ("Preliminary Rental Project MBE/WBE Budget"), attached hereto as **Exhibit F**. The Rental Project MBE/WBE Budget may designate hard and soft costs that shall be subject to the City's sole discretionary review and approval of such costs.

Not less than fourteen (14) days prior to the Simultaneous Closings Date, the Developers shall submit to DHED for approval a final Rental Project Budget, and final Rental Project MBE/WBE Budget (together, the "Final Rental Project Budgets") materially consistent with the Preliminary Rental Project Budget and Preliminary Rental Project MBE/WBE Budget, and evidence of funds adequate to finance the purchase of the Property and construct the Rental Project ("Proof of Developers' Financing").

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

This Agreement is not effective unless each of the following is satisfied at least seven (7) days prior to the Simultaneous Closings Date, or by such other date as may be specified, unless waived in writing by the Commissioner of DHED (the "Commissioner"):

9.1 Final Governmental Approvals. The Developers shall have delivered to the City evidence of all building permits for the Rental Project, and other final governmental approvals, including but not limited to all requisite zoning approvals, necessary to construct the

Rental Project or provide evidence or other information satisfactory to the City that such permits and governmental approvals are ready to be issued but for the Closing.

9.2 Budgets and Proof of Financing. City shall have approved the Final Rental Project Budgets, as set forth in Section 8 herein, and Proof of Developers' Financing.

9.3 Simultaneous Transfers and Loan Closing. On the Simultaneous Closings Date, the Simultaneous Transfers shall occur and the Developers shall simultaneously close on the Developers' Financing and be in a position to commence construction of the Rental Project, as described in Section 12 herein.

9.4 Insurance. The Developers shall provide evidence of insurance on the Rental Project as required by this Agreement and as reasonably acceptable to the City. Prior to the issuance of a Certificate, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies from the Simultaneous Closings Date through the date the City issues the Certificate of Completion (as defined in Section 13). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of all endorsements that are added to the Developers' respective policies showing the City as an additional insured.

9.5 Legal Opinions. The Developers shall have delivered to the City legal opinions for the Rental Project in a form reasonably acceptable to the City.

9.6 Due Diligence. The Developers shall each have delivered to the City due diligence searches in their respective names (UCC, State and federal tax lien, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.7 Organization and Authority Documents. The Developers shall each have delivered to the City, as applicable, the certified articles of incorporation, articles of organization, by-laws, resolutions, including all amendments thereto, of each of the respective Developers, as furnished and certified by the Secretary of State of the State of Illinois; and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a Certificate of Good Standing dated no more than thirty (30) days prior to the Simultaneous Closings Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of each of the Developers; and such other organizational documents as the City may reasonably request.

9.8 Subordination Agreement. Prior to recording any mortgage approved pursuant to Section 9.2, the Developers shall deliver to the City subordination agreements substantially in the City's standard form (the "Subordination Agreements").

9.9 MBE/WBE and Local Hiring Compliance Plan. At least fourteen (14) days prior to the Simultaneous Closings Date, the Developers and the Developers' general contractor, which shall be the general contractor for both the Rental Project, and all major subcontractors shall meet with DHED staff's monitoring section regarding compliance with the MBE/WBE and local hiring requirements set forth in this Agreement pursuant to Section 23, and at least seven (7) days prior to the Simultaneous Closings Date, the City shall have approved the Developers' compliance plan in accordance with Section 23.

9.10 Representations and Warranties. On the Simultaneous Closings Date, each of the representations and warranties of each of the Developers in Section 24 and elsewhere in this Agreement shall be true and correct.

9.11 Other Obligations. On the Simultaneous Closings Date, the Developers shall each have performed all of the other obligations required to be performed by each of the Developers under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, and are not waived by DHED, in the exercise of its sole discretion, the City may, at its option, terminate this Agreement by delivery of written notice to the Developers at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. SITE PLANS AND ARCHITECTURAL DRAWINGS.

10.1. Site Plans. The Developers agree to construct the Rental Project on the Property in accordance with the site plans and architectural drawings prepared by Kachoris Associates Architects, Inc., dated April 25, 2013, as all are attached hereto as **Exhibit G** which have been approved by DHED as of the date hereof and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of DHED.

10.2. Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Rental Project, the Developers shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developers' redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developers, as part of the Rental Project must be approved by the City.

10.3. Inspection by the City. For the period commencing on the Simultaneous Closings Date and continuing through the date the City issues a Certificate(s) of Completion of the Rental Project, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developers are constructing the Rental Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4. Barricades and Signs. The Developers agree to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developers may erect signs of their own incorporating such approved identification information upon the execution of this Agreement, prior to Simultaneous Closings. Prior to the commencement of any construction activity requiring barricades, the Developers shall install a construction barricade of a type and appearance satisfactory to the City and constructed in

compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

SECTION 11. LIMITED APPLICABILITY.

DHED's approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by DHED pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by DHED shall be only for the benefit of the Developers and any lienholder authorized by this Agreement.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The conveyance of the Property to the Developers shall not occur unless and until the Developers are prepared to commence construction of the Rental Project no later than thirty (30) days after the Simultaneous Closings Date. In no instance shall (a) the Simultaneous Closings Date occur later than the dates set forth in Section 4 herein, (b) construction commence of the Rental Project later than September 1, 2013 and (c) the Rental Project construction be completed later than December 31, 2014. DHED may, in its sole discretion, extend the dates in 12(b) and 12(c) above by up to six months each (i.e. 12 months, in aggregate) by issuing a written extension letter. The Rental Project shall be constructed substantially in accordance with the Drawings and in accordance with all applicable laws, regulations and codes.

SECTION 13. CERTIFICATE OF COMPLETION.

Upon the completion of the Rental Project in accordance with this Agreement, the Developers shall request from the City a Certificate of Completion ("Certificate of Completion") in recordable form. Recordation of such Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of certain covenants in this Agreement, the Deed, and Subsequent Transfer Deeds solely with respect to the obligations of the Developers to construct the Rental Project. Within thirty (30) days after receipt of a written request by the Developers for a Certificate of Completion, the City shall provide the Developers with either a Certificate of Completion or a written statement indicating in adequate detail how the Developers failed to complete the Rental Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developers to take or perform in order to obtain the requested Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developers requesting a Certificate of Completion shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. Prior to issuance of a Certificate of Completion, the Developers shall not obtain any additional or replacement financing for the Rental Project, in whole or in part, without the City's prior written consent, which such consent shall be in the City's sole discretion.

SECTION 14. RESTRICTIONS ON USE.

The Developers agree that:

14.1 They shall devote the Property or any part thereof solely for constructing the Rental Project, including dedicating ninety (90%) percent of the Rental Project (109 units) to senior affordable housing for seniors 62 years of age and older, and for a use that complies with the Redevelopment Plan until the date the Redevelopment Plan expires.

14.2 Lifelink Charities shall provide a minimum of 400 hours of supportive services per year to the residents for a minimum of ten (10) years from the date of the issuance of the Certificate of Occupancy ("Certificate of Occupancy") on the Rental Project.

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

SECTION 15. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificates of Completion for the Rental Project, and except as provided herein, the Developers shall not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion: (a) directly or indirectly sell or convey (i) the real estate that comprises its portion of the Rental Project or any part thereof or any interest therein, except for customary Rental Project unit leases for occupants of the Rental Project, or (ii) any of the Developers' controlling interests therein; or (b) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to an Economic Disclosure Statement and anti-scofflaw requirement). Notwithstanding the foregoing, the Developers shall be permitted to encumber the Property in accordance with the terms of Section 16 hereof.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

After the Simultaneous Transfers of the Property to Developers, and prior to the issuance of the Certificate of Completion for the Rental Project, the Developers shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining (i) funds necessary to acquire the Property; (ii) funds necessary to construct the Rental Project in accordance with the financing approved by DHED pursuant to Section 8; and (iii) after construction, funds necessary to own, maintain and operate the Rental Project in accordance with the requirements of this Agreement.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement, the Deed, or any Subsequent Transfer Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Rental Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18, and at the Simultaneous Closings, shall execute Subordination Agreements (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to any of the Developers' interest in the Property, or any portion thereof, prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property, or any portion thereof, to another party, such transferee shall be obligated to complete the applicable portions of the Rental Project in which it holds an interest as transferee, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed and the Subsequent Transfer Deeds shall all so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developers and their respective successors and assigns (subject to the limitations set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 15 and 16 shall terminate with respect to the Rental Project upon the issuance of a final Certificate of Completion for the completed Rental Project. The covenants contained in Sections 14.1 shall terminate after the occurrence of both, the issuance of the Certificate of Completion for the Rental Project, and the date the Redevelopment Plan expires on October 7, 2021. The covenants contained in Section 14.2 shall terminate ten (10) years after the issuance of the Certificate of Occupancy on the Rental Project. The covenants contained in Section 14.3 shall have no expiration date.

SECTION 19. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developers' performance of their obligations under this Agreement.

B. Permitted Delays. The Developers shall not be considered in breach of their obligations for the Rental Project under this Agreement in the event of a delay due to unforeseeable causes beyond the Developers' control and without Developers' fault or negligence, including but not limited to, acts of God, acts of public enemies, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developers request it in writing of the City within twenty days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 19.B, if any of the Developers default in performing their obligations under this Agreement and the City shall deliver

written notice of such default, the Developers shall have a 60 day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty day period, then provided the Developers have commenced to cure the default and are diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecute such cure through to completion, then the sixty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the respective dates as set forth in Section 4 herein. Unless the failure to close is due to circumstances described in Section 19.B. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by such Outside Simultaneous Closings Date shall entitle the City to terminate this Agreement.

In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement and re-vesting the Property in the City, the City shall send notice of such intended exercise to the holder of a mortgage authorized by this Agreement (the "Mortgagee") and the Mortgagee shall have the right (but not the obligation) to cure such an Event of Default within thirty (30) days after the expiration of the cure period, if any, granted to the Developer. If the Event of Default is not capable of being cured within the thirty (30) day period, then provided Mortgagee has commenced to cure the default and is diligently proceeding to cure the default within the thirty day period, and thereafter diligently prosecutes such cure through to completion, and funding for the Rental Project continues, then the thirty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the Event of Default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

2. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required) and the applicable cure or grace period (if any):

a. Any of the Developers fails to perform any obligation of any of the Developers' under this Agreement; which default is not cured pursuant to Section 19.C.1; or

b. Any of the Developers makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 19.C.1; or

c. A petition is filed by or against any of the Developers under the Federal Bankruptcy Code or any similar state or federal law, whether

now or hereinafter existing, which is not vacated, stayed or set aside within thirty days after filing; or

d. Except as excused by Section 19.B. above, any of the Developers abandons or substantially suspends the construction work (no notice or cure period shall apply);

e. Any of the Developers fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 19.C.1; or

f. Any of the Developers makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or

g. Any of the Developers' financial condition, and/or operations adversely changes to such an extent that would materially affect the completion the Rental Project which default is not cured pursuant to Section 19.C.1; or

h. Any of the Developers fails to comply with the terms of any other written agreement entered into with the City with respect to the Rental Project, which default is not cured pursuant to Section 19.C.1; and

i. Failure to close any of the Simultaneous Transfers by the respective dates as set forth in Section 4 herein (no notice shall apply), except as excused by Section 19.B. above.

3. Prior to Conveyance. Prior to Simultaneous Closings, if an Event of Default occurs and is continuing, the City may terminate this Agreement.

4. After Conveyance. After Simultaneous Closings, if an Event of Default occurs and is continuing, beyond the applicable cure period under Section 19.C.1., if any, the City, may exercise any and all remedies available to the City at law or in equity, including but not limited to the immediate right to re-enter and take possession of the Property, terminate the estate conveyed to any of the Developers, revest title to the Property in the City, and shall require the respective Developers to execute a Deed of Reconveyance to the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion for the completed Rental Project, the City's right of reverter for the completed Rental Project shall no longer be enforceable but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land that shall survive any termination and/or release of this Agreement.

5. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.C.4. the City shall employ its best efforts to

convey the Property (subject to any first mortgage lien permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Rental Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 18.

6. Disposition of Resale Proceeds. If the City sells the Property, the net proceeds from the sale shall be utilized to reimburse the City for:

a. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and

b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the any of the Developers; and

d. any expenditures made or obligations incurred with respect to construction or maintenance of the Rental Project; and

e. the fair market value of the land comprising the Property (without any Rental Project or partially constructed Rental Project thereon) as of such sale; and

f. any other amounts owed to the City by any of the Developers.

The Developers shall be entitled to receive any remaining proceeds up to the amount of any of the Developers' equity investment in the Property.

D. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by any of the Developers shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of any of the Developers.

SECTION 20. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Each of the Developers, as applicable to their portion of the Rental Project, warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official,

or employee of the City shall be personally liable to any of the Developers or any of their respective successors in interest in the event of any default or breach by the City or for any amount which may become due to any of the Developers or their respective successors or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of any of the Developers, their respective officers, members of their respective board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developers' obligations or any undertaking or covenant of any of the Developers contained in this Agreement.

SECTION 21. INDEMNIFICATION.

Each of the Developers agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with the following: (i) an Event of Default that has occurred (irrespective of whether any cure period or extended cure period may be applicable); (ii) the failure of the Developers or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Rental Project; (iii) the failure of the Developers to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iv) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 22 herein, resulting from any activity undertaken by the Developers on the Property prior to or after the conveyance of said Property to the Developers by the City. The Developers' indemnifications shall survive any termination and/or release of this Agreement.

SECTION 22. ENVIRONMENTAL MATTERS.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and each of the Developers agrees to accept the Property "AS IS".

Prior to the Simultaneous Closings, Developers shall have the right to request a single 30 day right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developers a right of entry for such purpose. The granting of the single right of entry, however, shall be contingent upon the Developers obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than $2,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the environmental testing on the Property; b) automobile liability insurance with limits of not less than $2,000,000.00 per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The City shall be named as an additional insured on all policies. The Developers shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developers expressly understand and agree that any coverage and limits furnished by the Developers shall in no way limit the Developers' liabilities and responsibilities set forth in this Agreement.

The Developers agree to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developers shall be responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developers' activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developers agree to restore the Property to its original condition. The Developers shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developers, and agrees to indemnify and hold the City harmless against any such liens.

The Developers agree to deliver to the City a copy of each report prepared by or for the Developers regarding the environmental condition of the Property. If prior to the Simultaneous Closings, the Developers' environmental consultant determines that contamination exists on the Property to such an extent that the City and the Developers agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developers, the Developers may declare this Agreement null and void by giving written notice thereof to the City. The Developers agree that a request to terminate this Agreement shall not be made until the City has reviewed all reports concerning the condition of the Property.

Notwithstanding the foregoing, the Developers shall be responsible for enrolling the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program; acquire a final No Further Remediation Letter; remediation of the Property; and remove all underground storage tanks at the Developers' sole cost and expense.

If after the Simultaneous Closings, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developers to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developers each agree to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Simultaneous Closings.

SECTION 23. DEVELOPERS' EMPLOYMENT OBLIGATIONS.

A. Employment Opportunity. The Developers agree, and shall contractually obligate any of their various contractors, subcontractors and any affiliate of the any of the Developers operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Rental Project on the Property or occupation of the Property during the construction period:

(i) Neither the Developers nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developers and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon

race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developers and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developers and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(iii) The Developers and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developers and 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.

(v) The Developers and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Rental 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.

(vi) Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

B. City Resident Employment Requirement. The Developers agree, and shall contractually obligate each Employer to agree, that during the construction of the Rental Project, and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of

the Rental Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developers and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developers and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

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

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

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

The Developers and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the DHED Commissioner, the Superintendent of the Chicago Police Department, and the Inspector General, or any duly authorized representative thereof. The Developers and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion for the Rental Project.

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

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

If the City determines that the Developers or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.C., the parties agree that 1/20 of 1 percent (0.0005%) of the aggregate hard construction costs set forth in the final Rental Project Budget shall be surrendered by the Developers 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 any of the Developers and/or the other Employers or employees to prosecution.

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

The Developers shall cause or require the provisions of this Section 23.B. to be included in all construction contracts and subcontracts related to the construction of the Rental Project.

C. Developers ' MBE/WBE Commitment. The Developers agree for themselves and their successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate their general contractors to agree that during the construction of the Rental Project:

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.C., during the course of the Rental Project, the following percentages of the Rental Project's MBE/WBE Budget shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

(ii) For purposes of this Section 23.C. only:

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

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

(c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise

certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developers' MBE/WBE commitment may be achieved in part by the Developers' status as an MBE or WBE (but only to the extent of any actual work performed on the Rental Project by any of the Developers) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Rental Project by the MBE or WBE); by any of the Developers utilizing a MBE or a WBE as the general contractors (but only to the extent of any actual work performed on the Rental Project by the general contractors); by subcontracting or causing the general contractors to subcontract a portion of the construction of the Rental Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Rental Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Rental Project's MBE/WBE commitment as described in this Section 23.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developers shall not substitute any MBE or WBE general contractors or subcontractors without the prior written approval of DHED.

(iv) The Developers shall deliver quarterly reports to the City's monitoring staff during the Rental Project describing their efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developers or the general contractors to work on the Rental Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Rental Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developers' compliance with this MBE/WBE commitment. The Developers shall maintain records of all relevant data with respect to the Developers' utilization of MBEs and WBEs in connection with the Rental Project for at least five years after completion of the Rental Project, and the City's monitoring staff shall have access to all such records maintained by the, on five business days' notice, to allow the City to review the Developers' compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Rental Project.

(v) Upon the disqualification of any MBE or WBE general contractors or subcontractors, if such status was misrepresented by the disqualified party, the Developers shall be obligated to discharge or cause to be discharged the disqualified general contractors or subcontractors, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of any of the Rental Project's MBE/WBE commitment as described in this Section 23.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Rental Project, the Developers shall meet with the City's monitoring staff with regard to the Developers' compliance with their obligations under this Section 23.C. The general contractors and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developers shall demonstrate to the City's monitoring staff their plan to achieve their obligations under this Section 23.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Rental Project, the Developers shall submit the documentation required by this Section 23.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and Davis-Bacon Act requirements for the entire Rental Project; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Rental Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that any of the Developers is not complying with its obligations under this Section 23.C., shall, upon the delivery of written notice to the Developers, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developers to halt the Rental Project, (2) withhold any further payment of any City funds to the Developers or the general contractors, or (3) seek any other remedies against any of the Developers available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform their respective obligations hereunder, each of the Developers, for and with respect to itself only, hereby represents and warrants to the City that as of the date of this Agreement and as of the Simultaneous Closings Date the following shall be true and correct in all respects:

(a) The Developers are business entities duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and the persons signing this Agreement on behalf of each of the respective Developers has the authority to do so.

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

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

(d) To the best of each of the Developers' knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against any of the Developers, or any party affiliated with any of the Developers, and any of the Developers knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of any of the Developers to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of any of the Developers.

(e) To the best of the respective Developers' knowledge, the Rental Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

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

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 26. HEADINGS.

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

SECTION 27. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 28. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 29. NOTICES.

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

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street Room 1000 - City Hall Chicago, Illinois 60602
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street Room 600 Chicago, Illinois 60602 Attn: Deputy Corporation Counsel Real Estate and Land Use Division
If to Developers:	Lifelink Charities 1900 Spring Road, #300 Oak Brook, Illinois 60523 Attention: Tim Rhodes
And:	Montclare Senior Residences of Avalon Park Phase II, LLC 701 Lee Street, Suite 802 Des Plaines, Illinois 60016 Attn: Philip I. Mappa
With a copy to:	Applegate & Thorne-Thomsen, P.C. 626 West Jackson, Suite 400 Chicago, Illinois 60661 Attention: Debra A. Kleban
And a copy to:	David L. Goldstein & Associates, L.L.C. 35 East Wacker Drive, Suite 650 Chicago, Illinois 60601 Attention: David L. Goldstein

And a copy to:	[Investor Information]
And a copy to:	Sidely Austin LLP 1 South Dearborn Street Chicago, Illinois 60603 Attention: David R. Hill

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 30. ORGANIZATION AND AUTHORITY.

Each of the Developers represents and warrants that it is duly organized, validly existing under the laws of the State of Illinois, and as it pertains to each of Lifelink Charities and Montclare, licensed to transact business in Illinois, with full power and authority to acquire, own and redevelop the Property, and that the persons signing this Agreement on behalf of the respective Developers has the authority to do so.

SECTION 31. SUCCESSORS AND ASSIGNS.

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

SECTION 32. TERMINATION.

In the event that the Simultaneous Closings have not occurred by the Simultaneous Closings Dates, or any extensions thereof in DHED's sole discretion, defined herein, then the City may terminate this Agreement upon written notice to the Developers.

SECTION 33. RECORDATION OF AGREEMENT.

Any of the parties may record this Agreement at the Office of the Cook County Recorder of Deeds. The Developers shall pay the recording fees.

SECTION 34. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 35. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

SECTION 36. BUSINESS RELATIONSHIPS.

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

SECTION 37. PATRIOT ACT CERTIFICATION. Each of the Developers represents and warrants that neither any of the Developers nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to any of the Developers that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any of the Developers, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 38. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO.2011-4.

Each of the Developers agrees that the respective Developers, any person or entity who directly or indirectly has an ownership or beneficial interest in Developers of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developers' contractors (i.e., any person or entity in direct contractual privity with Developers regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and

spouses and domestic partners of such Sub-owners (the respective Developers 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 Developers, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the respective Developers and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Each of the Developers represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the respective Developers or the date the respective Developers 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.

Each of the Developers 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.

Each of the Developers 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.

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

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

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

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

(B) neither party is married; and

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

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

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

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

SECTION 39. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developers 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 grounds for termination of this Agreement and the transactions contemplated thereby. Developers shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 40. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developers understand and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

SECTION 41. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developers warrant and represent that they, and to the best of their knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developers', any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes

a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer"s, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developers' eligibility for future contract awards.

SECTION 42. SHAKMAN ACCORD

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(iii) Developers will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Developers by a City employee or City official in violation of Section 42(ii) above, or advocating a violation of Section 42(iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

SECTION 43. COUNTERPARTS.

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

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Andrew J. Mooney,
Commissioner
Department of Housing and Economic Development

LIFELINK CHARITIES,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE II, LLC,
an Illinois limited liability company

By: Avalon Park Phase II, LLC,
an Illinois limited liability company,
Manager

By: Montclare Avalon Park II Corp.,
an Illinois corporation, Managing Member

By: _____
Name: _____
Its: _____

This instrument was prepared by:

Karen D. Bielarz
Senior Counsel
Real Estate Division
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6910

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Acting Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Acting Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2013.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by the directors of Lifelink Charities as his free and voluntary act and as the free and voluntary act and deed of Lifelink Charities, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____ of Montclare Avalon Park II Corp., the managing member of Avalon Park Phase II, LLC, the manager of Montclare Senior Residences of Avalon Park Phase II, LLC, he signed and delivered the instrument pursuant to authority given by the directors of Montclare Avalon Park II Corp., the managing member of Avalon Park Phase II, LLC, the manager of Montclare Senior Residences of Avalon Park Phase II, LLC, as his free and voluntary act and as the free and voluntary act and deed of Montclare Senior Residences of Avalon Park Phase II, LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF CITY PARCEL
(SUBJECT TO FINAL TITLE AND SURVEY)

North Legal Description

A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 5 degrees 19 minutes 30 seconds East 66.26 feet to a point in the North line of said vacated 78th Street; said point being 12 feet West of the Southeast corner of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431, thence North 10 degrees 26 minutes East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet to the point of beginning; thence continuing North 10 degrees 41 minutes East along said last described line, 75.64 feet to the most Southerly line of the property described in deed recorded September 25, 1942, as Document Number 12963009; thence North 79 degrees 19 minutes West along the most Southerly line of the property described in said Document Number12963009 and along the Southerly line of the property described in Warranty Deed recorded October 16, 1947, as Document Number 14169223, a distance of 5.25 feet to the Southwest corner of the property described in said Document Number 14169223, thence North 0 degrees 21 minutes East a distance of 53.0 feet to a point that is 10.50 feet perpendicularly distant Easterly from the center line of the Pennsylvania Railroad Company's interchange track; thence North 22 degrees 44 minutes 30 seconds East a distance of 110.06 feet to a point that is 1.02 due West of the Easterly line of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431; thence due North 41.73 feet to a point that is 18 feet perpendicularly distant Easterly from said center line of interchange track; thence East at right angles a distance of 13.53 feet to a point in the curved Easterly line of the said Illinois Central Railroad; thence Northeasterly along said curved railroad line, convex to the West and having a radius of 933.70 feet a distance of 93.48 feet to a point 20.21 feet West at right angle

measurement of the original center line of said Woodlawn Avenue; thence North 18 degrees 21 minutes 15 seconds East a distance of 69.71 feet to a point in the South line of 77th Street, 1.74 feet East of the center line of said vacated Woodlawn Avenue; thence South 89 degrees 39 minutes East along said South line of 77th Street, a distance of 160.66 feet to the West line of an alley; thence South 00 degrees 00 minutes 20 seconds West along said West alley line, a distance of 260.60 feet to a point 338.00 feet North of the North line of said 78th Street; thence North 89 degrees 48 minutes 00 seconds West, 140.00 feet; thence South 00 degrees 11 minutes 40 seconds West, 161.63 feet; thence South 45 degrees 21 minutes 32 seconds West, 12.94 feet; thence North 89 degrees 28 minutes 38 seconds West, 101.06 feet; thence North 78 degrees 50 minutes 38 seconds West, 31.18 feet to the point of beginning, all in Cook County, Illinois. Containing 76668.04 sq. ft. or 1.76 Acres

Commonly known and numbered as: 1210 East 78th Street, Chicago, Illinois
Permanent Index Numbers: 20-26-417-043-0000 and 20-26-323-106-0000

EXHIBIT B

LEGAL DESCRIPTION OF PHASE ONE OWNER PROPERTY
(SUBJECT TO FINAL TITLE AND SURVEY)

A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 04 degrees 23 minutes 46 seconds East 66.26 feet to a point in the North line of said vacated 78th Street; said point being 12 feet West of the Southeast corner of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431, thence North 10 degrees 26 minutes East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet; thence South 78 degrees 50 minutes 38 seconds East, 31.18 feet; thence South 89 degrees 28 minutes 38 seconds East, 101.06 feet; thence North 45 degrees 21 minutes 32 seconds East, 12.94 feet; thence North 00 degrees 11 minutes 40 seconds East, 109.10 feet to the point of beginning; thence continuing North 00 degrees 11 minutes 40 seconds East, 52.53 feet; thence South 89 degrees 48 minutes 00 seconds East, 140.00 feet to a point on the West line of the 14.00 foot public alley in Block 78 of said Cornell Subdivision, being 338.00 feet North of the North line of said 78th Street; thence South 00 degrees 00 minutes 34 seconds West along said last described line a distance of 67.29 feet; thence South 90 degrees 00 minutes 00 seconds West, 68.11 feet; thence North 00 degrees 00 minutes 00 seconds West, 15.00 feet; thence North 89 degrees 48 minutes 00 seconds West, 72.06 feet to the point of beginning, all in Cook County, Illinois. Containing 8371.89 sq. ft. or 0.19 Acres.

Permanent Index Numbers: 20-26-417-044-0000 (Part)

EXHIBIT C

NARRATIVE DESCRIPTION OF THE RENTAL PROJECT

The Developers shall construct a senior housing Rental Project, as defined herein, that shall consist of one hundred twenty-two (122) residential senior rental dwelling units of which 109 units or 90% will be affordable housing units, all for households earning no more than 15, 30, 50 and 60 percent of the area median income.

The Rental Project shall also include a parking lot with landscaping accommodating seventy-three (73) spaces, two landscaped patio areas, and environmental features that shall include a 50% green roof and a green vegetated roof to absorb storm water, Energy Star lighting with the units and common areas, Energy Star rated appliances, water conserving fixture in bathrooms and kitchens, high-efficiency equipment controls, low VOC paints, primers, adhesives and sealants, and carpet products meeting the carpet & Rug Institute's Green Label Certification.

The Rental Project shall create approximately 350 temporary jobs during construction and approximately 2- 3 permanent full-time jobs.

EXHIBIT D

PORTION OF CITY PARCEL TO BE TRANSFERRED TO THE PHASE ONE PROPERTY OWNER
(SUBJECT TO FINAL TITLE AND SURVEY)

A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 04 degrees 23 minutes 46 seconds East 66.26 feet to a point in the North line of said vacated 78th Street; said point being 12 feet West of the Southeast corner of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431, thence North 10 degrees 26 minutes East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet; thence South 78 degrees 50 minutes 38 seconds East, 31.18 feet; thence South 89 degrees 28 minutes 38 seconds East, 39.10 feet to the point of beginning; thence continuing South 89 degrees 28 minutes 38 seconds East, 61.96 feet; thence North 45 degrees 21 minutes 32 seconds East, 12.94 feet; thence North 00 degrees 11 minutes 40 seconds East, 109.10 feet; thence North 89 degrees 28 minutes 38 seconds West, 71.14 feet; thence South 00 degrees 11 minutes 40 seconds West, 118.28 feet to the point of beginning, all in Cook County, Illinois. Containing 8371.89 sq. ft. or 0.19 Acres.

EXHIBIT E

RENTAL PROJECT PROPERTY
(SUBJECT TO FINAL TITLE AND SURVEY)

A tract of land in Cornell, a subdivision in the Southwest Quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: (Note: The East and West lines of Woodlawn Avenue are considered as due North for the following courses) commencing at the intersection of the North line of 79th Street and the East line of the vacated West 14 feet of Woodlawn Avenue; thence North 89 degrees 47 minutes 00 seconds West along said North line of 79th Street, a distance of 216.58 feet to a point that is 60 feet East (as measured along said North line of 79th Street) of the Easterly line of the 200 foot wide Illinois Central Railroad right-of-way; thence North 8 degrees 45 minutes East along the Easterly line of the property described in Warranty Deed recorded May 1, 1883 as Document A464433 a distance of 410.55 feet to the Southerly corner of the property described in Quit Claim Deed recorded March 24, 1949, as Document Number B14519210; thence due North a distance of 78.01 feet to the Northwesterly corner of the property described in Document Number C14519210; thence North 8 degrees 45 minutes 00 seconds East a distance of 109.39 feet to a point in the South line of vacated 78th Street, said point being 28 feet East, as measured on the said South line, of said Easterly line of the 200 foot right-of-way of the Illinois Central Railroad; thence North 04 degrees 23 minutes 46 seconds East, 66.26 feet to the North line of said vacated 78th Street; thence North 10 degrees 26 minutes 00 seconds East a distance of 38.68 feet to the Northwesterly corner of the property described in deed recorded October 16, 1941, as Document Number 12776309; thence South 79 degrees 19 minutes 00 seconds East a distance of 5.96 feet to the Southwesterly corner of the property described in Quit Claim Deed recorded October 13, 1936, as Document Number 11893309, thence North 10 degrees 41 minutes 00 seconds East along the Westerly line of the property described in said Document Number 11893309 a distance of 138.89 feet to the point of beginning; thence continuing North 10 degrees 41 minutes 00 seconds East along said last described line, 75.64 feet to the most Southerly line of property described in deed recorded September 25, 1942, as Document Number 12963009; thence North 79 degrees 19 minutes 00 seconds West along the most Southerly line of the property described in said Document Number 12963009 and along the Southerly line of the property described in Warranty Deed recorded October 16, 1947, as Document Number 14169223, a distance of 5.25 feet to the Southwest corner of the property described in said Document Number 14169223; thence North 00 degrees 21 minutes 00 seconds East a distance of 53.00 feet to a point that is 10.50 feet perpendicularly distant Easterly from the center line of the Pennsylvania Railroad Company's interchange track; thence North 22 degrees 44 minutes 30 seconds East a distance of 110.06 feet to a point that is 1.02 due West of the Easterly line of the property described in Warranty Deed recorded May 1, 1883, as Document Number 464431; thence due North 41.73 feet to a point that is 18 feet perpendicularly distant Easterly from said center line of interchange track; thence East at right angles a distance of 13.53 feet to a point in the curved Easterly line of the said Illinois Central Railroad; thence Northeasterly along said curved railroad line, convex to the West and having a radius of 933.70 feet a distance of 93.48 feet to a point 20.21 feet West at right angle measurement of the original center line of said Woodlawn Avenue; thence North 18

degrees 21 minutes 15 seconds East a distance of 69.71 feet to a point in the South line of 77th Street, 1.74 feet East of the center line of said vacated Woodlawn Avenue; thence South 89 degrees 39 minutes 00 seconds East along said South line of 77th Street, a distance of 160.66 feet to the West line of an alley; thence South 00 degrees 00 minutes 00 seconds West along said West alley line, a distance of 327.89 feet to a point 270.71 feet North of the North line of said 78th Street; thence South 90 degrees 00 minutes 00 seconds West, 68.11 feet; thence North 00 degrees 00 minutes 00 seconds West, 15.00 feet; thence North 89 degrees 48 minutes 00 seconds West, 72.06 feet; thence North 89 degrees 28 minutes 38 seconds West, 71.14 feet; thence South 00 degrees 11 minutes 40 seconds West, 118.28 feet; thence North 89 degrees 28 minutes 38 seconds West, 39.10 feet; thence North 78 degrees 50 minutes 38 seconds West, 31.18 feet to the point of beginning, all in Cook County, Illinois.
Containing 76665.04 sq. ft. or 1.760 Acres

EXHIBIT F

RENTAL PROJECT MBE/WBE BUDGET

[To come prior to Finance Committee]

EXHIBIT G
DRAWINGS
(To be Attached at Closing)

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Montclare Senior Residences of Avalon Park Phase II, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [x] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: c/o MR Properties, LLC
701 Lee Street, Suite 802
Des Plaines, IL 60016

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com

D. Name of contact person: Philip I. Mappa

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

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):
City Financing and Land Conveyance in Connection with the Development of Independent Senior Living Facility to be Located at 1200-1210 E. 78th Street, Chicago, Illinois

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titlcholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Avalon Park Phase II, LLC	Manager/Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Avalon Park Phase II, LLC*	701 Lee Street, Suite 802, Des Plaines, IL 60016	100%

*It is anticipated that at closing 99.99% of Avalon Park Phase II, LLC's interest will be transferred to Bank of America, N.A., a tax credit syndicator.

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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.

OWNERS SWORN STATEMENT

STATE OF ILLINOIS
COUNTY COOK

ESCROW #
DRAW # Initial Draft
PERIOD

THE AFFIANT MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE I, LLC, BEING DULY SWORN ON OATH STATES THAT HE IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, ILLINOIS TO WIT:

1) THAT HE IS THOROUGHLY FAMILIAR WITH ALL THE FACTS AND CIRCUMSTANCES CONCERNING THE PURPOSE FOR WHICH SAID PROPERTY IS TO BE USED.
2) THAT DURING THE LAST 6 MONTHS LISTED AT THE ONLY LABOR OR MATERIALS FURNISHED IN CONNECTION WITH THE AFORESAID PREMISES ARE LISTED BELOW.
3) THAT THE ONLY CONTRACTS LET FOR THE FURNISHING OF FUTURE LABOR OR MATERIALS ARE LISTED TO THE CONTEMPLATED EXPENDITURES ARE LISTED BELOW.
4) THAT THE ATTACHED TRUE AND COMPLETE STATEMENT OF ALL SUCH CONTRACTS FOR THOSE IMPROVEMENTS, AND BALANCE DUE, IF ANY.

	1 ORIGINAL CONTRACT	2 ADJUSTMENTS	3 ADJUSTED TOTAL	4 PREVIOUSLY PAID	5 NET AMOUNT DUE	6 BALANCE TO BECOME DUE
1-GENERAL CONTRACTOR						
CRANE CONSTRUCTION	$ 20,472,800.00		$ 20,472,800.00		$ -	$ 20,472,800.00
2-ARCHITECT						
KACHORIS ASSOCIATES ARCHITECTS INC.	$ 450,000.00		$ 450,000.00		$ -	$ 450,000.00
3-ARCHITECT and ENGINEERING (other)						
A--BLUEPRINTING & REIMBURSABLES						
TO BE LET	$ 25,000.00		$ 25,000.00		$ -	$ 25,000.00
B--CIVIL ENGINEERING						
GEWALT HAMILTON ASSOCIATES, INC.	$ 150,000.00		$ 150,000.00		$ -	$ 150,000.00
C--CONSTRUCTION & SOIL TESTING						
FLOOD TESTING LABORATORIES, INC.	$ -				$ -	
GEWALT HAMILTON ASSOCIATES, INC.	$ -					
VERSAR-ENVIRONMENTAL	$ -				$ -	
D-LANDSCAPE ARCHITECT						
IVES-RYAN GROUP, INC.	$ 20,900.00		$ 20,900.00		$ -	$ 20,900.00
E--MISCELLANEOUS						
Surveys - TO BE LET	$ 20,000.00		$ 20,000.00		$ -	$ 20,000.00
					$ -	
4-ARCHITECT CONSTRUCTION SUPERVISION						
KACHORIS ASSOCIATES ARCHITECTS INC.	$ 125,000.00		$ 125,000.00			$ 125,000.00
5-CITY OF CHICAGO PERMITS						
CITY OF CHICAGO	$ 100,000.00		$ 100,000.00		$ -	$ 100,000.00
6-CONSTRUCTION CONTINGENCY & UNFORESEEN CONDITIONS						
TO BE LET	$ 875,000.00		$ 875,000.00			$ 875,000.00
7-DEVELOPER FEE						
MR PROPERTIES LLC	$ 1,250,000.00		$ 1,250,000.00		$ -	$ 1,250,000.00
8-FF&E						
TO BE LET	$ 250,000.00		$ 250,000.00			$ 250,000.00
9-FINANCING FEES						
B OF A CONSTRUCTION LOAN FEE	$ 43,000.00		$ 43,000.00		$ -	$ 43,000.00
B OF A CONSTRUCTION LOAN INSPECTION FEES	$ 15,000.00		$ 15,000.00		$ -	$ 15,000.00
HUD MISCELLANEOUS	$ 24,550.00		$ 24,550.00		$ -	$ 24,550.00
HUD FINANCING FEE	$ 52,990.00		$ 52,990.00		$ -	$ 52,990.00
HUD EXAM FEE	$ 7,949.00		$ 7,949.00		$ -	$ 7,949.00
HUD INSPECTION FEE	$ 13,248.00		$ 13,248.00		$ -	$ 13,248.00
10-CITY/IHDA FEES						
IHDA-DONATION TAX CREDIT APPLICATION FEE	$ 48,750.00		$ 48,750.00		$ -	$ 48,750.00
CITY OF CHICAGO TAX CREDIT FEE	$ 75,000.00		$ 75,000.00		$ -	$ 75,000.00
IHDA CONSTRUCTION INSPECTION FEES	$ 7,000.00		$ 7,000.00		$ -	$ 7,000.00
IHDA-TRUST FUND FEE	$ 7,500.00		$ 7,500.00		$ -	$ 7,500.00
11-INSURANCE-DURING CONSTRUCTION						
ARTHUR J. GALLAGHER RISK MANAGEMNT	$ 70,000.00		$ 70,000.00		$ -	$ 70,000.00
12-INTEREST-CONSTRUCTION PERIOD						
BANK OF AMERICA (EST)	$ 574,027.00		$ 574,027.00		$ -	$ 574,027.00
13-LAND PURCHASE						
LIFELINK CHARITIES	$ 1,950,000.00		$ 1,950,000.00		$ -	$ 1,950,000.00
LAND REMEDIATION	$ 615,000.00		$ 615,000.00		$ -	$ 615,000.00
14-LEASING & MARKETING RESERVE	$ 200,000.00		$ 200,000.00			$ 200,000.00

	1 ORIGINAL CONTRACT	2 ADJUSTMENTS	3 ADJUSTED TOTAL	4 PREVIOUSLY PAID	5 NET AMOUNT DUE	6 BALANCE TO BECOME DUE
15-PROFFESSIONAL FEES						
A--BORROWER COUNSEL-TAX CREDITS & LOAN DOCUMANTATION						
APPLEGATE & THORNE -THOMSEN, P.C.	$ 100,000.00		$ 100,000.00		$ -	$ 100,000.00
B--BORROWER COUNSEL-PUD & ZONING						
DALEY & GEORGE, LTD.	$ 75,000.00		$ 75,000.00		$ -	$ 75,000.00
C--INVESTOR TAX OPINION						
APPLEGATE & THORNE-THOMSEN, P.C.	$ 10,000.00		$ 10,000.00		$ -	$ 10,000.00
D--INVESTORS COUNSEL						
BANK OF AMERICA	$ 70,000.00		$ 70,000.00		$ -	$ 70,000.00
E--OWNERS ACCOUNTING						
FLS GROUP	$ 25,000.00		$ 25,000.00		$ -	$ 25,000.00
F--PARTNERSHIP LEGAL & ORG.						
TO BE LET	$ 40,000.00		$ 40,000.00		$ -	$ 40,000.00
FINANCIAL & TIF - BLOCK & ASSOC.	$ 85,000.00		$ 85,000.00		$ -	$ 85,000.00
MARKETING - DAVIS-LEAKE CONSULTANTS	$ 50,000.00		$ 50,000.00		$ -	$ 50,000.00
SOCIAL SERVICE PROVIDER FEE-LIFELINK CHA	$ 85,000.00		$ 85,000.00		$ -	$ 85,000.00
G--LENDERS COUNSEL						
BANK OF AMERICA	$ 35,000.00		$ 35,000.00			$ 35,000.00
H--APPRAISAL						
GEWALT HAMILTON	$ 15,000.00		$ 15,000.00		$ -	$ 15,000.00
I--MARKET STUDY						
VALERIE S. KRETCHMER ASSOCIATES, INC.	$ 15,000.00		$ 15,000.00		$ -	$ 15,000.00
16-MISCELLANEOUS						
UNALLOCATED	$ 28,613.00		$ 28,613.00		$ -	$ 28,613.00
17-OWNERS OPERATING DEFICIT RESERVES	$ 421,799.00		$ 421,799.00		$ -	$ 421,799.00
18- OWNERS REAL ESTATE TAX RESERVE	$ 120,000.00		$ 120,000.00		$ -	$ 120,000.00
19- OWNERS INSURANCE RESERVE	$ 70,000.00		$ 70,000.00		$ -	$ 70,000.00
20-REAL ESTATE TAXES DURING CONSTRUCTION	$ 40,000.00		$ 40,000.00		$ -	$ 40,000.00
21- IHDA REPLACEMENT RESERVE	$ 61,000.00		$ 61,000.00		$ -	$ 61,000.00
22-TITLE, ESCROW & TRUSTEE FEES						
CHICAGO TITLE & TRUST	$ 30,000.00		$ 30,000.00		$ -	$ 30,000.00
APPLICATION TOTALS	$ 29,019,126.00	$ -	$ 29,019,126.00	$ -	$ -	$ 29,019,126.00
LESS NON-CASH ITEMS:						
LAND DONATION	$ (1,950,000.00)		$ (1,950,000.00)		$ (1,530,000.00)	
APPLICATION CASH TOTALS	$ 27,069,126.00	$ -	$ 27,069,126.00	$ -	$ (1,530,000.00)	$ 29,019,126.00

MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE II L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

BY: AVALON PARK PHASE II L.L.C. AN ILLINOIS LIMITED LIABILITY COMPANY, IT'S MANAGER

BY: MONTCLARE AVALON PARK II CORP., AN ILLINOIS CORPORATION, IT'S MANAGING MEMBER

NAME: _____

ITS: _____

DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2013

NOTARY PUBLIC _____

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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

NONE

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [x] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[x] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[x] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[x] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[x] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Montclare Senior Residences of Avalon Park Phase II, LLC
(Print or type name of Disclosing Party)
By: Avalon Park Phase II, LLC, its Manager/Member
By: Montclare Avalon Park II Corp., its Managing Member

By: _____
(Sign here)

Philip I. Mappa
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: July 19, 2015.

OFFICIAL SEAL
BARBARA A SELEFSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/19/15

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

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

Avalon Park Phase II, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Montclare Senior Residences of Avalon Park Phase II, LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: c/o MR Properties, LLC
701 Lee Street, Suite 802
Des Plaines, IL 60016

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com

D. Name of contact person: Philip I. Mappa

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

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):

City Financing and Land Conveyance in Connection with the Development of Independent Senior Living Facility to be Located at 1200-1210 E. 78th Street, Chicago, Illinois

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Montclare Avalon Park II Corp.	Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
SDAJW, LLC	501 Silverside Rd., Ste 87APV, Wilmington, DE 19809	44.5%
Colin A. Regan	701 Lee Street, Suite 802, Des Plaines, IL 60016	44.5%
Lifelink Charities	1900 Spring Road, Suite 300, Oak Brook, IL 60523	10%
Montclare Avalon Park II Corp.	c/o MR Properties, LLC 701 Lee Street, Suite 802, Des Plaines, IL 60016	1%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

NONE

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Avalon Park Phase II, LLC
(Print or type name of Disclosing Party)
By: Montclare Avalon Park II Corp., its Managing Member

By: _____
(Sign here)

Philip I. Mappa
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: July 19, 2015.

OFFICIAL SEAL
BARBARA A SELEFSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/15

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

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

Montclare Avalon Park II Corp.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Montclare Senior Residences of Avalon Park Phase II, LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: c/o MR Properties, LLC
701 Lee Street, Suite 802
Des Plaines, IL 60016

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com

D. Name of contact person: Philip I. Mappa

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

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):
City Financing and Land Conveyance in Connection with the Development of Independent Senior Living Facility to be Located at 1200-1210 E. 78th Street, Chicago, Illinois

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[x] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE**: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Philip I. Mappa	President/Director
Colin A. Regan	Vice President/Director

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
SDAJW Tenancy by the Entirety Trust	501 Silverside Rd, Ste 87AQB, Wilmington, DE 19809	45%
Colin A. Regan	701 Lee Street, Suite 802, Des Plaines, IL 60016	45%
Lifelink Charities	1900 Spring Road, Suite 300, Oak Brook, IL 60523	10%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

NONE

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x__1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Montclare Avalon Park II Corp.
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Philip I. Mappa
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: July 19, 2015.

OFFICIAL SEAL
BARBARA A SELEFSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/15

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

SDAJW, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Montclare Senior Residences of Avalon Park Phase II, LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 501 Silverside Rd., Ste 87APV
Wilmington, DE 19809

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com

D. Name of contact person: Philip I. Mappa

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

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):
City Financing and Land Conveyance in Connection with the Development of Independent Senior Living Facility to be Located at 1200-1210 E. 78th Street, Chicago, Illinois

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [x] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
SDAJW Manager, Inc.	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Philip I. Mappa (Member)	701 Lee Street, Suite 802, Des Plaines, IL 60016	100%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

NONE

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

SDAJW, LLC
(Print or type name of Disclosing Party)

SDAJW Manager, Inc.
By: _____
(Sign here)

Philip I. Mappa
(Print or type name of person signing)

President of Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: July 19, 2015.

OFFICIAL SEAL
BARBARA A SELEFSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/15

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

SDAJW Tenancy by the Entirety Trust

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Montclare Senior Residences of Avalon Park Phase II, LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 501 Silverside Rd., Ste 87AQB
Wilmington, DE 19809

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com

D. Name of contact person: Philip I. Mappa

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

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):
City Financing and Land Conveyance in Connection with the Development of Independent Senior Living Facility to be Located at 1200-1210 E. 78th Street, Chicago, Illinois

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[x] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [x] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Philip I. Mappa and Susan Mappa	Grantors

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Philip I. Mappa	701 Lee Street, Suite 802, Des Plaines, IL 60016	50%
Susan Mappa	701 Lee Street, Suite 802, Des Plaines, IL 60016	50%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

NONE

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [x] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

SDAJW Tenancy by the Entirety Trust
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Philip I. Mappa
(Print or type name of person signing)

Grantor
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: July 19, 2015.

OFFICIAL SEAL
BARBARA A SELEFSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/15

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Lifelink Charities

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: Lifelink Charities - 1900 Spring Rd. #300
Oak Brook, IL 60523

C. Telephone: 630-521-8006 Fax: 630-521-8856 Email: dopitz@consecra.org

D. Name of contact person: David Opitz

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

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):
City financing and land conveyance in connection with the development of independent senior living facility located at 1200-1210 E 78th St. Chicago, IL.

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[x] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[x] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See attached list of Officers and Board Members	
No Members	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

LIFELINK CHARITIES

BOARD OF DIRECTORS

CHAIRMAN

Irv Woods
8025 Via Fiore
Sarasota, FL 34238

VICE CHAIR

PRESIDENT & REGISTERED AGENT

Rev. Timothy C. Rhodes
President & CEO
Consecra Housing Network
1900 Spring Road, Suite 300
Oak Brook, IL 60523

SECRETARY

Susan A. Sinderson
Vice President & COO
Consecra Housing Network
1900 Spring Road, Suite 300
Oak Brook, IL 60523

DIRECTORS

Thomas J. Kiser
Vice President & General Counsel
University Healthsystem Consortium (UHC)
155 N Wacker Dr
Chicago, IL 60606

John Driscoll
President
Alter+Care
5500 W Howard
Skokie, IL 60077

Kay Tracy
Business Development Specialist
1644 Casey Key
Punta Gorda, FL 33950

Karen Latimer
Regional Director, Value Analysis Program
University Healthsystem Consortium (UHC)
155 N Wacker Dr
Chicago, IL 60606

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

None

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[X] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[X] Yes [ ] No

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

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Lifelink Charities
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Timothy Rhodes
(Print or type name of person signing)

President/CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at _____ County, _____ (state).

_____ Notary Public.

OFFICIAL SEAL
IRIS BERG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/29/16

Commission expires: 10-29-16.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Bank of America, N.A.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: See attached comments.
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon Street, Charlotte, NC 28255
c/o 135 S. LaSalle Street, Chicago, IL 60603

C. Telephone: (312) 992-6155 Fax: (312) 453-6593 Email: kristine.l.jurmu@baml.com

D. Name of contact person: Kristine L. Jurmu

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

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):
City financing and land conveyance in connection with the development of independent senior living facility to be located at 1200-1210 E. 78th Street, Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[X] Other (please specify)
National Bank Association

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

United States of America (federally chartered)

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Please see attached list.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
BANA Holding Corporation		100%
100 N. Tryon Street, Charlotte, NC 28255		

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?

[ ] Yes [X] No Please see attached statement.

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party. *To best of knowledge after reasonable inquiry.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

Please see relevant attachment.

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

8. 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 (if none, indicate with "N/A" or "none").

None.

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

A branded hat valued at $12.95 was given to Mayor Rahm Emanuel on October 7, 2012.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[x] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No Please see attachment.

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Bank of America, N.A.
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Nina Thi
(Print or type name of person signing)

Assistant Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/3/2013,
at Cook County, Illinois (state).

Andrea Wareham Notary Public.

"OFFICIAL SEAL"
ANDREA WAREHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 13, 2014

Commission expires: 9/13/2014.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No Please see attached statement.

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Bank of America, National Association
4/30/2013

Board of Directors

Allen, Sharon L.
Bies, Susan S.
Bovender, Jr., Jack O.
Bramble, Frank P.
Colbert, Virgis W.
Donald, Arnold W.
Gifford, Charles K.
Holliday, Jr., Charles O.
Hudson, Linda P.
Lozano, Monica C.
May, Thomas J.
Moynihan, Brian T.
Nowell III, Lionel L.
Powell, Donald E.
Rossotti, Charles O.
Scully, Robert W.
Yost, R. David

Senior Officers

Moynihan, Brian T.	President, Chief Executive Officer
Darnell, David C.	President, Global Commercial Banking
Montag, Thomas K.	President, Global Banking and Markets
Cotty, Neil A.	Chief Accounting Officer
Laughlin, Terrence P.	Chief Risk Officer
Lynch, Gary G.	Global Chief of Legal, Compliance and Regulatory Relations
Thompson, Bruce R.	Chief Financial Officer
Mogensen, Lauren	Secretary
Costamagna, Christine M.	Assistant Secretary
Gilliam, Allison L.	Assistant Secretary
Tai, Nina	Assistant Secretary

Section 1

2) **Conditional Language to be inserted**: Upon the final credit approval of the disclosing party, it is anticipated that the disclosing party will hold an interest in Montclare Senior Residences of Avalon Park Phase II, LLC

Attachment for Section III

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

Attachment for Section V.B:

Disclosing party certifies, as set forth below, to the best of its knowledge ad belief that with respect to V.2.a:

Neither Bank of America Corporation nor its Executive Officers and Director identified in Section II.B.1 of this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

V.2.b, c and e:
Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank o America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

V.2.d
The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America to determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V.3.a, b, c and d
Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in Section IV.

a, b and c – Please see response to V.2.b, c and e above.

Additionally, b and c – Please see response V.4 below.

Section V.4: Please see response to V.2.b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statues, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years,

been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in Section IV.

Section V.6 In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of our knowledge, and upon reasonable inquiry, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

Attachment for Section V.D:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities

Attachment for Section VII.F.1.

To the best of our knowledge after reasonable inquiry, Bank of America Corporation has processes and procedures to timely report and pay sales and use tax. In a recent review of our sales tax compliance process, we confirmed that Bank of America, N.A. has filed sales tax returns. However, we have discovered that certain City of Chicago use tax returns for Bank of America, N.A. are delinquent and need to be filed. We are in the process of preparing these delinquent use tax returns and anticipate filing and remitting any use tax due within the next 45 days. Additionally, the Disclosing Party's certification of delinquencies is limited to affiliates in which Bank of America Corporation has a 50% or greater ownership.

Attachment for Appendix A

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

BANA Holding Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: See attached comments
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon, Charlotte, NC 28255
c/o 135 S. LaSalle Street, Chicago, IL 60603

C. Telephone: (312) 992-6155 Fax: (312) 453-6593 Email: kristine.l.jurmu@baml.com

D. Name of contact person: Kristine L. Jurmu

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

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):
City financing and land conveyance in connection with the development of independent senior living facility to be located at 1200-1210 E. 78th Street, Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See attached statement	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
BAC North America Holding Company	100 North Tryon Street, Charlotte, NC 28255	100%

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?

[ ] Yes [X] No Please see attachment

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party. *To best of knowledge after reasonable inquiry.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

Please see relevant attachment.

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

8. 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 (if none, indicate with "N/A" or "none").

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

A branded hat valued at $12.95 was given to Mayor Rahm Emanuel on October 7, 2012.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No Please see attachment.

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

BANA Holding Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Nina Tai
(Print or type name of person signing)

Assistant Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/3/2013,
at Cook County, Illinois (state).

Andrea Wareham Notary Public.

"OFFICIAL SEAL"
ANDREA WAREHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 13, 2014

Commission expires: 9/13/2014.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No Please see attached statement.

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

BANA Holding Corporation
5/2/2013

Board of Directors

Laughlin, Terrence P.
Moynihan, Brian T.
Thompson, Bruce R.

Officers

Moynihan, Brian T.	Chief Executive Officer, President, Chairman of the Board
Cotty, Neil A.	Chief Accounting Officer
Thompson, Bruce R.	Chief Financial Officer
Laughlin, Terrence P.	Chief Risk Officer
Linsz, Mark D.	Treasurer
Greener, Geoffrey	Enterprise Capital Management Executive
Bowman, Charles F.	Senior Vice President
Dominick, Paula Ann	Senior Vice President
Mogensen, Lauren A.	Secretary, Senior Vice President
Wertz, Phillip A.	Associate General Counsel
Brantley, Thomas M.	Senior Vice President - Tax
Gilliam, Allison L.	Assistant Secretary
Costamagna, Christine	Assistant Secretary
Tai, Nina	Assistant Secretary

Section 1

2) Conditional Language to be inserted: Upon the final credit approval of the disclosing party, it is anticipated that the disclosing party will hold an interest in Montclare Senior Residences of Avalon Park Phase II, LLC

Attachment for Section III

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

Attachment for Section V.B:

Disclosing party certifies, as set forth below, to the best of its knowledge ad belief that with respect to V.2.a:

Neither Bank of America Corporation nor its Executive Officers and Director identified in Section II.B.1 of this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

V.2.b, c and e:
Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank o America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

V.2.d
The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America to determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V.3.a, b, c and d
Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in Section IV.

a, b and c – Please see response to V.2.b, c and e above.

Additionally, b and c – Please see response V.4 below.

Section V.4: Please see response to V.2.b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statues, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years,

been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in Section IV.

Section V.6 In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of our knowledge, and upon reasonable inquiry, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

Attachment for Section V.D:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities

Attachment for Section VII.F.1.

To the best of our knowledge after reasonable inquiry, Bank of America Corporation has processes and procedures to timely report and pay sales and use tax. In a recent review of our sales tax compliance process, we confirmed that Bank of America, N.A. has filed sales tax returns. However, we have discovered that certain City of Chicago use tax returns for Bank of America, N.A. are delinquent and need to be filed. We are in the process of preparing these delinquent use tax returns and anticipate filing and remitting any use tax due within the next 45 days. Additionally, the Disclosing Party's certification of delinquencies is limited to affiliates in which Bank of America Corporation has a 50% or greater ownership.

Attachment for Appendix A

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

BAC North America Holding Company

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: See attached comments.
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon, Charlotte, NC 28255
c/o 135 S. LaSalle St., Chicago, IL 60603

C. Telephone: (312) 992-6155 Fax: (312) 453-6593 Email: kristine.l.jurmu@baml.com

D. Name of contact person: Kristine L. Jurmu

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

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):
City financing and land conveyance in connection with the development of independent senior living facility to be located at 1200-1210 E. 78th Street, Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See attached statement	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
NB Holdings Corporation		100%
100 N Tryon Street, Charlotte NC 28255		

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?

[ ] Yes [X] No Please see attachment.

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party. *To the best of knowledge after reasonable inquiry

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

Please see attachment.

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

8. 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 (if none, indicate with "N/A" or "none").

None.

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

A branded hat valued at $12.95 was given to Mayor Rahm Emanuel on October 7, 2012.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No Please see attachment.

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

BAC North America Holding Company
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Nina Tai
(Print or type name of person signing)

Assistant Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/3/2013,
at Cook County, Illinois (state).

Andrea Wareham Notary Public.

"OFFICIAL SEAL"
ANDREA WAREHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 13, 2014

Commission expires: 9/13/2014.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No Please see attached statement.

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

BAC North America Holding Company
5/2/2013

Board of Directors

Laughlin, Terrence P.
Moynihan, Brian T.
Thompson, Bruce R.

Officers

Moynihan, Brian T.	Chief Executive Officer, President, Chairman of the Board
Cotty, Neil A.	Chief Accounting Officer
Thompson, Bruce R.	Chief Financial Officer
Laughlin, Terrence P.	Chief Risk Officer
Linsz, Mark D.	Treasurer
Greener, Geoffrey	Enterprise Capital Management Executive
Bowman, Charles F.	Senior Vice President
Dominick, Paula Ann	Senior Vice President
Mogensen, Lauren A.	Secretary, Senior Vice President
Wertz, Phillip A.	Associate General Counsel
Brantley, Thomas M.	Senior Vice President - Tax
Gilliam, Allison L.	Assistant Secretary
Tai, Nina	Assistant Secretary

Section 1

2) **Conditional Language to be inserted**: Upon the final credit approval of the disclosing party, it is anticipated that the disclosing party will hold an interest in Montclare Senior Residences of Avalon Park Phase II, LLC

Attachment for Section III

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

Attachment for Section V.B:

Disclosing party certifies, as set forth below, to the best of its knowledge ad belief that with respect to V.2.a:

Neither Bank of America Corporation nor its Executive Officers and Director identified in Section II.B.1 of this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

V.2.b, c and e:
Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank o America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

V.2.d
The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V.3.a, b, c and d
Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in Section IV.

a, b and c – Please see response to V.2.b, c and e above.

Additionally, b and c – Please see response V.4 below.

Section V.4: Please see response to V.2.b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee pled guilty to violating, among other statues, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years.

been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in Section IV.

Section V.6 In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of our knowledge, and upon reasonable inquiry, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

Attachment for Section V.D:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities

Attachment for Section VII.F.1.

To the best of our knowledge after reasonable inquiry, Bank of America Corporation has processes and procedures to timely report and pay sales and use tax. In a recent review of our sales tax compliance process, we confirmed that Bank of America, N.A. has filed sales tax returns. However, we have discovered that certain City of Chicago use tax returns for Bank of America, N.A. are delinquent and need to be filed. We are in the process of preparing these delinquent use tax returns and anticipate filing and remitting any use tax due within the next 45 days. Additionally, the Disclosing Party's certification of delinquencies is limited to affiliates in which Bank of America Corporation has a 50% or greater ownership.

Attachment for Appendix A

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

NB Holdings Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: See attached comments.
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon Street, Charlotte, NC 28255
c/o 135 S. LaSalle Street, Chicago, IL 60603

C. Telephone: (312) 992-6155 Fax: (312) 453-6593 Email: kristine.l.jurmu@baml.com

D. Name of contact person: Kristine L. Jurmu

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

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):
City financing and land conveyance in connection with the development of independent senior living facility to be located at 1200-1210 E. 78th Street, Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See attached statement.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Bank of America Corporation		100%
	100 N. Tryon Street, Charlotte, NC 28255	

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?

[ ] Yes [X] No (Please see attached statement)

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party. *To the best of knowledge after reaonable inquiry.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

Please see relevant attachment.

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

8. 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 (if none, indicate with "N/A" or "none").

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

A branded hat valued at $12.95 was given to Mayor Rahm Emanuel on October 7, 2012.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No Please see attachment.

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

NB Holdings Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Nina Tai
(Print or type name of person signing)

Assistant Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/3/2013,
at Cook County, Illinois (state).

Andrea Wareham Notary Public.

"OFFICIAL SEAL"
ANDREA WAREHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 13, 2014

Commission expires: 9/13/2014.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No Please see attached statement.

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

NB Holdings Corporation
4/30/2013

Board of Directors

Laughlin, Terence P.
Moynihan, Brian T.
Thompson, Bruce R.

Officers

Moynihan, Brian T.	Chairman of the Board, President, Chief Executive Officer
Cotty, Neil A.	Chief Accounting Officer
Laughlin, Terence P.	Chief Risk Officer
Greener, Geoffrey	Enterprise Capital Management Executive
Bowman, Charles F.	Senior Vice President
Dominick, Paula Ann	Senior Vice President
Fox, William J.	Senior Vice President
Mogensen, Lauren	Senior Vice President, Secretary
Brantley, Thomas M.	Senior Vice President-Tax
Thompson, Bruce R.	Chief Financial Officer
Linsz, Mark D.	Treasurer
Wertz, Phillip A.	Associate General Counsel
Gilliam, Allison L.	Assistant Secretary
Tai, Nina	Assistant Secretary

Section 1

2) **Conditional Language to be inserted**: Upon the final credit approval of the disclosing party, it is anticipated that the disclosing party will hold an interest in Montclare Senior Residences of Avalon Park Phase II, LLC

Attachment for Section III

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

Attachment for Section V.B:

Disclosing party certifies, as set forth below, to the best of its knowledge ad belief that with respect to V.2.a:

Neither Bank of America Corporation nor its Executive Officers and Director identified in Section II.B.1 of this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

V.2.b, c and e:
Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank o America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

V.2.d
The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America to determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V.3.a, b, c and d
Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in Section IV.

a, b and c – Please see response to V.2.b, c and e above.

Additionally, b and c – Please see response V.4 below.

Section V.4: Please see response to V.2.b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statues, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years,

been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in Section IV.

Section V.6 In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of our knowledge, and upon reasonable inquiry, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

Attachment for Section V.D:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities

Attachment for Section VII.F.1.

To the best of our knowledge after reasonable inquiry, Bank of America Corporation has processes and procedures to timely report and pay sales and use tax. In a recent review of our sales tax compliance process, we confirmed that Bank of America, N.A. has filed sales tax returns. However, we have discovered that certain City of Chicago use tax returns for Bank of America, N.A. are delinquent and need to be filed. We are in the process of preparing these delinquent use tax returns and anticipate filing and remitting any use tax due within the next 45 days. Additionally, the Disclosing Party's certification of delinquencies is limited to affiliates in which Bank of America Corporation has a 50% or greater ownership.

Attachment for Appendix A

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Bank of America Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: See attached comments
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon, Charlotte, NC 28255
c/o 135 S. LaSalle Street, Chicago, IL 60603

C. Telephone: (312) 992-6155 Fax: (312) 4532559 Email: kristine.l.jurmu@baml.com

D. Name of contact person: Kristine L. Jurmu

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

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):
City financing and land conveyance in connection with the development of independent senior living facility to be located at 1200-1210 E. 78th Street, Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[X] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE**: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Please see attached list	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None.		

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?

[ ] Yes [X] No Please see attached.

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

Please see relevant attachment.

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

8. 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 (if none, indicate with "N/A" or "none").

None.

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

A branded hat valued at $12.95 was given to Mayor Rahm Emanuel on October 7, 2012.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Bank of America Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Nina Tai
(Print or type name of person signing)

Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/3/13,
at Cook County, Illinois (state).

Andrea Wareham Notary Public.

"OFFICIAL SEAL"
ANDREA WAREHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 13, 2014

Commission expires: 9/13/2014.

NOT Applicable (Bank of America Corporation has an indirect ownership interest in the Applicant)

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Bank of America Corporation
4/30/2013

Board of Directors

Allen, Sharon L.
Ambani, Mukesh D.
Bies, Susan S.
Bovender, Jr., Jack O.
Bramble, Frank P.
Colbert, Virgis W.
Donald, Arnold W.
Gifford, Charles K.
Holliday, Jr., Charles O.
Hudson, Linda P.
Lozano, Monica C.
May, Thomas J.
Moynihan, Brian T.
Nowell III, Lionel L.
Powell, Donald E.
Rossotti, Charles O.
Scully, Robert W.
Yost, R. David

Executive Officers

Moynihan, Brian T.	President, Chief Executive Officer
Darnell, David C.	Co-Chief Operating Officer
Montag, Thomas K.	Co-Chief Operating Officer
Cotty, Neil A.	Chief Accounting Officer
Laughlin, Terrence P.	Chief Risk Officer
Lynch, Gary G.	Global General Counsel and Head of Compliance and Regulatory
Thompson, Bruce R.	Chief Financial Officer
Mogensen, Lauren	Secretary
Gilliam, Allison	Senior Vice President / Assistant Secretary
Tai, Nina	Vice President / Assistant Secretary

Section 1

2) **Conditional Language to be inserted**: Upon the final credit approval of the disclosing party, it is anticipated that the disclosing party will hold an interest in Montclare Senior Residences of Avalon Park Phase II, LLC

Attachment for Section III

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

Attachment for Section V.B:

Disclosing party certifies, as set forth below, to the best of its knowledge ad belief that with respect to V.2.a:

Neither Bank of America Corporation nor its Executive Officers and Director identified in Section II.B.1 of this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

V.2.b, c and e:
Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank o America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

V.2.d
The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America to determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V.3.a, b, c and d
Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in Section IV.

a, b and c – Please see response to V.2.b, c and e above.

Additionally, b and c – Please see response V.4 below.

Section V.4: Please see response to V.2.b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statues, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years,

been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in Section IV.

Section V.6 In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of our knowledge, and upon reasonable inquiry, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

Attachment for Section V.D:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities

Attachment for Section VII.F.1.

To the best of our knowledge after reasonable inquiry, Bank of America Corporation has processes and procedures to timely report and pay sales and use tax. In a recent review of our sales tax compliance process, we confirmed that Bank of America, N.A. has filed sales tax returns. However, we have discovered that certain City of Chicago use tax returns for Bank of America, N.A. are delinquent and need to be filed. We are in the process of preparing these delinquent use tax returns and anticipate filing and remitting any use tax due within the next 45 days. Additionally, the Disclosing Party's certification of delinquencies is limited to affiliates in which Bank of America Corporation has a 50% or greater ownership.

Attachment for Appendix A

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 248,156 full-time employees as of December 31, 2012. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months.

City of Chicago

O2013-4098

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Transportation Infrastructure Finance and Innovation Act loan and associated to execute rental car lease and license/concession agreement
Committee(s) Assignment:	Joint Committee: Aviation; Finance

JT.
FIN/AVIAT

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation and the Chief Financial Officer, I transmit herewith an ordinance authorizing the execution of a TIFIA loan and associated authorization to execute a rental car lease and license/concession agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "*City*") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "*Constitution*") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, the City owns and operates an airport known as Chicago O'Hare International Airport (the "*Airport*"); and

WHEREAS, the City has determined to acquire, construct and equip a consolidated rental car facility and related improvements at the Airport (collectively, the "*Consolidated Rental Car Facility*"); an extension of the automated transit system at the Airport ("*ATS*") including a new station and the acquisition of additional vehicles for the ATS (collectively, the "*ATS Improvements*"); and elevated public parking facilities and related improvements located above or near the Consolidated Rental Car Facility (collectively, the "*Public Parking Facilities*") (the Consolidated Rental Car Facility, the ATS Improvements and the Public Parking Facilities, being herein collectively referred to as the "*Joint Use Facility*"); and

WHEREAS, the City, as provided for under Section 6-305(j) of the Illinois Vehicle Code, 625 ILCS 5/6-305(j) (the "*CFC Statute*"), has previously authorized and imposed a customer facility charge ("*CFC*") on customers of rental car companies leasing on-airport rental car facilities at the Airport, pursuant to an ordinance adopted by the City Council of the City (the "*City Council*") on May 12, 2010, and has previously authorized the imposition of a CFC that complies with the CFC Statute on Airport passengers who rent vehicles from off-airport rental car companies, pursuant to an ordinance adopted by the City Council on December 12, 2012, as each such ordinance may be amended and supplemented from time to time in accordance with the terms thereof (the "*CFC Ordinances*"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 13, 2013 (the "*2013 CFC Bond Ordinance*"), the City has previously authorized the issuance of its Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds (the "*2013 CFC Bonds*") to be issued in one or more series pursuant to an Indenture of Trust Securing Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds, Series 2013, from the City to The Bank of New York Mellon Trust Company, N.A., as trustee, as the same may be amended and supplemented (the "*CFC Indenture*"), for the purposes of paying all or a portion of the cost of the Joint Use Facility in accordance with the CFC Ordinances and the CFC Statute; and

WHEREAS, pursuant to and subject to the provisions of the Transportation Infrastructure Finance and Innovation Act of 1998, as amended and supplemented from time to time (the "*TIFIA Act*"), the City has determined to apply to the United States Department of Transportation ("*USDOT*") for one or more loans to the City from USDOT (the "*TIFIA Loan*") to fund in part, the Joint Use Facility, and it is necessary and desirable at this time to authorize the negotiation, issuance and execution of any and all agreements, instruments and obligations necessary or desirable in connection with such TIFIA Loan (the "*TIFIA Loan Documents*"); and

WHEREAS, the City, acting through the Chicago Department of Aviation (the "*CDA*"), issued a Request for Qualifications for Rental Car Concessions for the Consolidated Rental Car Facility (the "*RFQ*"); and

WHEREAS, the rental car companies ("*Qualified Airport Rental Car Companies*") identified in Exhibit A to this Ordinance responded to the RFQ and demonstrated to the satisfaction of the CDA that they are qualified to operate rental car concessions at the Consolidated Rental Car Facility; and

WHEREAS, on March 21, 2013, the City, acting through the CDA, issued a Request for Proposals for Rental Car Concessions for the Future Joint Use Rental Car and Public Parking Facility at Chicago O'Hare International Airport (as supplemented and amended, the "*RFP*") to request that Qualified Airport Rental Car Companies that desire to operate rental car concessions at the Consolidated Rental Car Facility submit to the City proposals to enter into Consolidated Rental Car Facility Lease and License Concession Agreements (each, a "*Lease and License Concession Agreement*") with the City; and

WHEREAS, the City desires to enter into Lease and License Concession Agreements with Qualified Airport Rental Car Companies that are selected pursuant to the RFP (each, an "*On-Airport Rental Car Company*"); and

WHEREAS, pursuant to a resolution adopted by the City Council on December 12, 2012, the City Council approved a voluntary program for certain rental car companies that lease on-airport rental car facilities at the Airport and at Chicago Midway International Airport ("*Midway Airport*"), to provide good faith efforts to use businesses owned by minorities, women and disadvantaged persons in connection with their operations at the Airport and at Midway Airport, as set forth in Exhibit C to this Ordinance (the "*Voluntary Program*"); and

WHEREAS, the City desires to require that each On-Airport Rental Car Company entering into a Lease and License Concession Agreement with the City also undertakes the Voluntary Program in connection with its operations at the Airport; and

WHEREAS, in connection with the Consolidated Rental Car Facility the City desires to provide for the possible use of Airport premises by On-Airport Rental Car Companies for the purposes of developing facilities for storage, maintenance or related uses; now, therefore,

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

Section 1. The above recitals are incorporated in this Ordinance.

Section 2. The Mayor, the Commissioner of Aviation and the Authorized Officer (the "*Authorized Officer*" as referred to herein being either the Chief Financial Officer appointed by the Mayor or the City Comptroller) for and on behalf of the City shall be, and each of them hereby is authorized to negotiate, issue and execute the TIFIA Loan Documents, in the form as required by USDOT including, without limitation, provisions for the indemnification of USDOT by the City, with such changes thereto as shall be determined by the Authorized Officer to be in the best interests of the City and acceptable to USDOT. To the extent that authorization to act under this Ordinance, the CFC Ordinances, the 2013 CFC Bond Ordinance or the CFC Indenture

is granted "to the City," without further specification, that authority may be exercised by the Authorized Officer. TIFIA Loan funds shall be used for the purpose of paying eligible costs of or related to the Joint Use Facility under the TIFIA Act. The aggregate principal amount, interest rate and maturity of the TIFIA Loan shall be determined by the Authorized Officer and shall not exceed $450,000,000, 15% per annum and 45 years, respectively. The TIFIA Loan and the City's repayment obligations with respect thereto under the TIFIA Loan Documents shall be limited obligations of the City secured by a pledge of the Revenues (as defined in the CFC Indenture) pledged under the CFC Indenture, and shall be on a parity or subordinate basis to the lien on such Revenues of the 2013 CFC Bonds as provided in the CFC Indenture. The TIFIA Loan and the obligation to pay the principal thereof and interest thereon shall not constitute an indebtedness or a loan of credit of the City for which its full faith and credit is pledged, or a charge against its general credit or taxing powers within the meaning of any constitutional or statutory limitation of the State of Illinois. The Mayor, the Commissioner of Aviation, the Authorized Officer and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City in connection with the TIFIA Loan and under and pursuant to the TIFIA Loan Documents, including without limitation, the additions and modifications, to the form of the CFC Indenture authorized by the 2013 CFC Bond Ordinance, which form as so revised is attached as Exhibit D to this Ordinance and any further additions and modifications thereto as may be necessary or desirable in order to comply with or conform to requirements with respect to the TIFIA Loan or with the TIFIA Loan Documents, and the execution and performance of any supplemental indenture necessary or desirable to provide for the execution and performance of the TIFIA Loan or the TIFIA Loan Documents, or with such other changes or revisions as shall be approved by the Mayor, the Commissioner of Aviation or the Authorized Officer, including without limitation, such changes or revisions as may be necessary to receive, in the determination of the Authorized Officer, a necessary or desirable rating on the bonds issued under the CFC Indenture, and execution and delivery of such CFC Indenture containing all such changes or revisions shall constitute conclusive evidence of such approval, for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Mayor, the Commissioner of Aviation, the Authorized Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

Section 3. The Commissioner of Aviation is authorized to negotiate and execute with each On-Airport Rental Car Company a Lease and License Concession Agreement, substantially in the form attached as Exhibit B to this Ordinance, with such additions and modifications thereto as may be necessary or desirable in order to comply with or conform to requirements with respect to the TIFIA Loan or with the TIFIA Loan Documents, or with such other changes or revisions as shall be approved by the Commissioner of Aviation, and execution and delivery of such Lease and License Concession Agreement containing all such changes or revisions shall constitute conclusive evidence of such approval, for and on behalf of the City. Each On-Airport Rental Car Company entering into a Lease and License Concession Agreement with the City is required to undertake the Voluntary Program in connection with its operations at the Airport.

Section 4. The Commissioner of Aviation is authorized to negotiate and execute leases, licenses or agreements with any On-Airport Rental Car Company that desires to use Airport premises for the purposes of developing facilities for storage, maintenance or related uses, upon such terms and conditions as the Commissioner of Aviation deems appropriate in such Commissioner's sole and absolute discretion, upon the following general terms: (i) the lessee or licensee thereunder shall be an On-Airport Rental Car Company and a party to a valid and existing Lease and License Concession Agreement; (ii) the term thereof does not exceed the then-remaining term of such Lease and License Concession Agreement; (iii) the rentals or other charges applicable to premises to be leased or licensed thereunder shall be based upon the fair market rental value of such premises, as determined by appraisal, and as adjusted annually based upon the change in the Consumer Price Index compared to the previous year's Consumer Price Index and adjusted every five years based upon reappraisal (provided, no such adjustments shall result in a decrease of such rentals or other charges), and otherwise on a "triple net" basis, with the lessee or licensee thereunder being solely responsible for any and all taxes, maintenance, repairs, insurance, construction, and other obligations thereunder; and (iv) the premises to be leased or licensed thereunder shall be located within the areas identified on Exhibit E attached hereto as "Approximate Boundary Line," and generally permitted to be used for such purposes pursuant to the Airport Layout Plan then applicable to the Airport.

Section 5. The Commissioner of Aviation and other officers, agents and employees of the City are authorized to take such other actions and execute such other documents as may be necessary or desirable in order to implement the objectives of this Ordinance.

Section 6. It is the intention of this City Council that, if any Section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 7. If any provision of this Ordinance is in conflict with or inconsistent with any provision of the Municipal Code, any ordinances or resolutions or parts of ordinances or resolutions of the City or the proceedings of the City Council in effect as of the date hereof (collectively, "*City Laws*"), the provisions of this Ordinance shall supersede any conflicting or inconsistent provision of City Laws to the extent of such conflict or inconsistency. No provision of City Laws or violation of any provision of City Laws shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance, or to impair the security for or payment of the instruments authorized by this Ordinance or the 2013 CFC Bond Ordinance, or render voidable at the option of the City any document, instrument or agreement authorized by this Ordinance or the 2013 CFC Bond Ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of City Laws.

Section 8. This Ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A

CHICAGO O'HARE INTERNATIONAL AIRPORT
CONSOLIDATED RENTAL CAR FACILITY
QUALIFIED AIRPORT RENTAL CAR COMPANIES

Exhibit A
List of Qualified Rent A Car Companies

Ace Rent A Car, Inc.

Simply Wheels, LLC dba Advantage Rent A Car

Avis Budget Car Rental, LLC

Enterprise Leasing Company of Chicago, LLC

E-Z Rent A Car

Fox Rent A Car, Inc.

The Hertz Corporation

Orlin, Inc dba Payless Car Rental

Silvercar

Sixth Rent A Car, LLC

EXHIBIT B

FORM OF LEASE AND LICENSE CONCESSION AGREEMENT

CONSOLIDATED RENTAL CAR FACILITY LEASE AND LICENSE CONCESSION AGREEMENT AT CHICAGO O'HARE INTERNATIONAL AIRPORT

BETWEEN

CITY OF CHICAGO

AND

DATED: _____

LOCATION:

CONSOLIDATED RENTAL CAR FACILITY
CHICAGO O'HARE INTERNATIONAL AIRPORT
CHICAGO, ILLINOIS

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CONSOLIDATED RENTAL CAR FACILITY
LEASE AND LICENSE CONCESSION AGREEMENT
AT CHICAGO O'HARE INTERNATIONAL AIRPORT

THIS CONSOLIDATED RENTAL CAR FACILITY LEASE AND LICENSE CONCESSION AGREEMENT (this "**RAC Agreement**") is dated as of _____, 20___ (the "**Effective Date**") by and between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "**City**"), and _____, a(n) _____ (the "**RAC**").

RECITALS:

WHEREAS, the City owns and operates that certain airport located within the City and commonly known as Chicago O'Hare International Airport (the "**Airport**"), and further owns that certain property and the underlying land located in the City of Chicago, County of Cook, State of Illinois and more specifically described in *Exhibit B* attached hereto and made a part hereof (the "**Joint Use Facility Property**"); and

WHEREAS, the City is vested with the authority, and it is the City's duty, to make provisions for the needs of aviation, commerce, shipping, and travel in, to, and around the Airport to promote and develop the Airport, and in the exercise of such power and the fulfillment of such duty, to enter into any lease or license of City-owned properties in the Airport area, including the Joint Use Facility Property, or portions thereof, upon such terms and conditions as the corporate authorities of the City shall prescribe; and

WHEREAS, the City desires to develop, alter, and improve the Joint Use Facility Property in order to provide for improvements and facilities which will service and enhance aviation and commerce, shipping, and travel in, to, and around the Airport; and

WHEREAS, the City has determined that aviation, commerce, shipping, and travel in, to, and around the Airport will be promoted and enhanced by developing the Joint Use Facility Property, and by leasing and licensing a certain portion of the Joint Use Facility Property (the "**Premises**"), to RAC for the uses and purposes, and subject to the terms, limitations, and conditions, set forth in this RAC Agreement; and

WHEREAS, RAC is engaged in the business of renting Motor Vehicles and desires to lease and license the Premises for purposes of operating a rental car concession at the Airport, and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, the City and RAC acknowledge that the continued operation of the Airport as a safe, convenient, and attractive facility is vital to the economic health and welfare of the City, and that the City's right to monitor performance under this RAC Agreement by RAC is a valuable right incapable of quantification; and

WHEREAS, for the better promotion of aviation, commerce, shipping, and travel in, to, and around the Airport, the City and RAC desire to enter into this RAC Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the faithful performance by the City and RAC of the terms, covenants, and conditions hereof, and of the payments herein provided to be made by RAC, the City and RAC hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, when used in this RAC Agreement, shall have the following meanings:

"**Adjustment Date**" - shall have the meaning set forth in *Exhibit A* attached hereto.

"**Airport**" - Chicago O'Hare International Airport, as the same may be designated from time to time during the Term hereof.

"**Airport Customers**" - shall mean means a Person that rents, picks up, or enters into a written or oral agreement for the rental of a Motor Vehicle from a RAC or an Off-Airport RAC, either (i) at the Airport, or (ii) at a location other than the Airport if, and only if, the ATS is used to transport such Person to and from the Joint Use Facility.

"**Airport Security Act**" - means 49 U.S.C. 44901 et seq., and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"**Alterations**" - shall have the meaning set forth in Section 5.8 hereof.

"**Alternate Facility Rent**" - shall have the meaning set forth in Subsection 4.5(c) hereof.

"**Annual Statement**" - shall have the meaning set forth in Subsection 4.13(c) hereof.

"**ATS**" or "**Airport Transit System**" means the Airport's automated people mover system which travels on a dedicated guideway providing passenger service at the Airport, including, without limitation, to Terminals, parking areas and the Joint Use Facility, and including, without limitation, the vehicles used for transport, stations, and all related equipment and associated improvements from time to time, together with any expansions or extensions thereof in connection with the Joint Use Facility.

"**Base Rent**" - An amount equivalent to the RAC's Proportionate Share of the fair market rent on the Joint Use Facility (excluding the Public Parking Area), which fair market rent shall be calculated based upon _____ square feet, which is deemed to be the total area of the Joint Use Facility (excluding the Public Parking Area) as of the Effective Date hereof. Base Rent during the initial five (5) years of the Term of this RAC Agreement shall be the sum of _____ and No/100 Dollars ($_____.00) per year (calculated by multiplying $5.00 by _____, being the square footage of the Joint Use Facility (excluding the Public Parking Area), and then multiplying the product thereof by RAC's Proportionate Share). Base Rent payable hereunder shall be subject to adjustment on the fifth (5th) anniversary of the Rent Commencement Date hereunder, and thereafter at the commencement of each subsequent five (5) year period during the Term hereof, all in accordance with Section 4.2 hereof and *Exhibit A* attached hereto. The City reserves the right to re-measure the total area of the Joint Use Facility at any time and from time to time from and after the Effective Date hereof, and in the event that any such subsequent re-measurement indicates that the actual total area of the Joint Use Facility (excluding the Public Parking Area) differs from the measurement set forth above, the City shall so notify RAC in writing, the Base Rent payable hereunder shall be modified to account for such difference, and the parties shall execute a written amendment to this RAC Agreement confirming the actual total area of the Joint Use Facility (excluding the Public Parking Area), as so remeasured, and the modified Base Rent thereafter payable hereunder. The total area of the Joint Use Facility (excluding the Public Parking Area) and the Base Rent payable during the initial five (5) years of the Term of this RAC Agreement shall be confirmed in the Confirmation (as hereinafter defined) to be executed by the City and RAC as hereinafter provided.

"**Bond Documents**" - means the documents and authorizations relating to the issuance, financing, investment, application, and retirement of the Bonds, including, without limitation, the Bond Ordinance, as supplemented and amended from time to time, and the Bond Indenture, as supplemented and amended from time to time.

"**Bond Indenture**" - means the Indenture of Trust by and between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee, as supplemented and amended from time to time.

"**Bond Ordinance**" - means that certain ordinance adopted by the City Council of the City of Chicago on _____, 20___ (CJP _____ through _____), which Bond Ordinance, among other things, provides for the issuance of the Bonds to fund the design and construction of the Joint Use Facility and the CRCF Project hereunder, as such ordinance may be further supplemented or amended from time to time. A true and correct copy of the Bond Ordinance, as the same exists as of the Effective Date hereof, is attached as *Exhibit I* hereto and made a part hereof.

"**Bonds**" - means, collectively, the Series 2013 Bonds, and any Additional Bonds and Subordinate Bonds, from time to time Outstanding under the Bond Indenture, as each such term is more specifically defined in the Bond Indenture.

"**Bundle**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**CERCLA**" - shall have the meaning set forth in Subsection 14.1(d) hereof.

"**CFC(s)**" or "**Customer Facility Charge(s)**" - means the customer facility charge or customer facility charges to be collected by the RACs and remitted to the Trustee for the benefit of the City, or, if no Bonds remain Outstanding, remitted directly to the City, as further defined and provided in each RAC Agreement.

"**CFC Collections**" - The aggregate amount of CFCs collected by the RACs from time to time and required to be remitted to the City for the applicable payment period.

"**CFC Ordinance**" - means that certain ordinance adopted by the City Council of the City of Chicago on _____ (CJP_____ through _____), which CFC Ordinance, among other things, imposes a CFC on rental car customers at the Airport, as such ordinance may be further supplemented or amended from time to time. A true and correct copy of the CFC Ordinance, as the same exists as of the Effective Date hereof, is attached as *Exhibit H* hereto and made a part hereof.

"**CFC Statute**" - means Section 6-305(j) of the Illinois Vehicle Code, 625 ILCS 5/6-305(j).

"**City**" - means the City of Chicago, its successors and assigns. In any case under this RAC Agreement that the City may or shall take any action, the Commissioner (as hereinafter defined) is authorized to take such action unless this RAC Agreement expressly provides for action by the corporate authorities of the City or by resolution or ordinance, and except as otherwise provided now or hereafter by applicable law, the rules and regulations of the City, or by resolution or ordinance of the corporate authorities of the City.

"**City Response Actions**" - shall have the meaning set forth in Subsection 14.7(c) hereof.

"**City Restoration**" - shall have the meaning set forth in Subsection 7.4(b) hereof.

"**Claim**" - shall have the meaning set forth in Subsection 14.1(a) hereof.

"**Code**" - the Municipal Code of the City of Chicago.

"**Commissioner**" - for the purposes of this RAC Agreement, the Commissioner of Aviation of the City (or any successor thereto in whole or in part as to his or her duties as the person in charge of the operation of the Airport on behalf of the City).

"**Common Use Transportation System**" - shall mean, collectively, the ATS, together with such buses, bussing systems, and other vehicles as may be used and made available during such time or times as the ATS is not then in operation for any reason.

"**Concession Fee**" - shall have the meaning set forth in Section 4.5 hereof.

"**Concession Recovery Fee**" - shall have the meaning set forth in Section 4.6 hereof.

"**Condemnation Proceedings**" - shall have the meaning set forth in Section 12.1 hereof.

"**Confirmation**" - shall mean the Term Commencement Confirmation to be executed by and between the City and RAC pursuant to the terms and provisions of this RAC Agreement, including, without limitation, Section 4.2 and Subsection 5.1(c) hereof, which Confirmation shall be substantially in the form attached as *Exhibit J* hereto and made a part hereof.

"**Consumer Price Index**" - the Consumer Price Index for Urban Wage Earners and Clerical Workers, City of Chicago, All Items (Base Year 1982-4 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index substituted by the City if such index is no longer available or is not published for such period.

"**Contract**" - means the written contract or other agreement under which an Motor Vehicle is rented at the Airport or the CRCF to an Airport Customer by a RAC.

"**Contract Day**" means, with respect to rentals of Motor Vehicles, up to a 25-hour period (or fraction thereof) for the first Contract Day, and successive 24-hour periods (or fractions thereof) for each successive Contract Day.

"**Contractor**" - all contractors, subcontractors, and materialmen of any tier providing services, material, labor, operation, or maintenance on, about, or adjacent to the Joint Use Facility Property and/or the Premises, whether or not in privity with RAC.

"**County**" - County of Cook, State of Illinois.

"**CRCF**" - means that portion of the new Joint Use Facility to be constructed at _____ in the City of Chicago, County of Cook, State of Illinois consisting of: (i) an elevated structure ("**ES**") containing multiple stories which will be used by RAC and the other RACs for vehicle ready/return operations, vehicle storage, a customer service center, including customer service counters, waiting areas, and related facilities, and office space; and (ii) a multi-story fuel/car wash quick turn-around vehicle service facility ("**QTA**") on land located adjacent to the ES, together with a dedicated roadway for rental vehicle use only connecting the ES and QTA. The CRCF does not include (a) the Public Parking Area, (b) the ATS, or (c) the Common Use Transportation System.

"**CRCF Project**" - shall mean the permitting, design, development, construction, equipping, furnishing, and acquisition of: (i) (a) the CRCF, including the associated structures, roadways, facilities,

infrastructure improvements to utilities, and other infrastructure to support the CRCF, and (b) additions, extensions, and improvements to the ATS, in each case to the extent that such purposes are permitted under the CFC Statute; and (ii) such other purposes related to the CRCF as are permitted under the CFC Statute and determined by the Commissioner.

"**CRCF Plans**" - shall have the meaning set forth in Section 5.1 hereof.

"**CRCF Substantial Completion**" - shall have the meaning set forth in Section 5.1 hereof.

"**Debt**" - shall have the meaning set forth in Subsection 6.1(f) hereof.

"**Debt Service**" - Principal and interest payments on the Bonds, the TIFIA Loan, and any GARBs allocated to the CRCF, the ATS, and/or the Common Use Transportation System or any portion thereof (excluding the Public Parking Area), from time to time, and any related required costs, payments, or deposits in connection with any of the foregoing, including, without limitation, costs of issuance, credit and liquidity fees, financing costs and charges, and reserves, and further including, specifically, the amounts of any required deposits into each of the Funds specifically referenced and defined in the Bond Documents from time to time, as well as any and all reserve or escrow funds or deposits required under the TIFIA Loan Documents from time to time, and any amount required from time to time to meet the coverage requirements of the Bond Documents or the TIFIA Loan Documents, together with all deposits required in connection with any of the foregoing from time to time (except to the extent that any such costs, payments, deposits, credit and liquidity fees, or reserves are funded from the initial proceeds of the Bonds and comprise part of the principal and interest payments, it being understood and agreed that there shall be no "double counting" of any such amounts for purposes hereof).

"**Default Rate**" - the rate of ten percent (10%) per annum compounded daily, unless a lesser interest rate shall then be the maximum rate permissible by Law with respect thereto, in which event said lesser rate shall be the Default Rate.

"**Disclosure Affidavit**", "**Contractor's Affidavit**", or "**Affidavit**" - the affidavit required under Article 6, in the form of *Exhibit I* attached hereto.

"**Discount Rate**" - the rate of interest equal to the average interest rate for United States treasury bills with a remaining term most closely approximating one-half (1/2) of the remaining scheduled Term of this RAC Agreement, determined as of the date for which such Discount Rate is to be first applied hereunder.

"**Domestic Partners**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Early Discharge**" - shall have the meaning set forth in Subsection 4.5(c) hereof.

"**EDS**" - Economic Disclosure Statement, in the form and substance required by the City from time to time during the Term hereof.

"**Eligible Costs**" means the sum of (a) Debt Service; (b) any and all costs incurred by the City in connection with or otherwise relating to the design, construction, and financing of the Joint Use Facility; (c) any and all costs incurred by the City in connection with or otherwise relating to the operation, maintenance, and repair of the ATS and the Common Use Transportation System, and including, specifically and without limitation, the capital cost of acquisition of ATS transit cars and Common Use Transportation System buses, bussing systems, and other vehicles, to the extent related to the Joint Use Facility (other than the Public Parking Area); (d) any and all costs incurred by the City in connection with

or otherwise relating to the operation, maintenance, repair, and replacement of the Joint Use Facility, or any portion or portions thereof, from time to time; (e) such reasonable, actual, and documented costs incurred by the RAC Consortium in connection with or otherwise relating to a third party construction representative to represent the interests of the RAC Consortium during construction of the CRCF Project as may be first approved in writing by the City, not to exceed Five Hundred Thousand and No/100 Dollars ($500,000.00) in the aggregate; (f) such reasonable, actual, and documented costs incurred by RAC in connection with or otherwise relating to construction of the RAC Improvements hereunder as may be first approved in writing by the City, and (g) such other permitted costs as may be identified in the CFC Ordinance, the Bond Ordinance, the Bond Documents, and/or the TIFIA Loan Documents from time to time, and such other costs as may be expressly approved by the Commissioner pursuant to authority granted under the CFC Ordinance, the Bond Ordinance, or any other ordinance enacted by the City from time to time (except to the extent that any of the foregoing costs described in Clauses (b) through (g) are funded from the initial proceeds of the Bonds and comprise part of the Debt Service hereunder, it being the intention of the parties that there shall be no "double counting" of any such costs).

"**Environmental Assessment**" - shall have the meaning set forth in Subsection 14.1(b) hereof.

"**Environmental Baseline**" - shall have the meaning set forth in Subsection 14.3(a) hereof.

"**Environmental Damages**" - shall have the meaning set forth in Subsection 14.1(c) hereof.

"**Environmental Law**" - shall have the meaning set forth in Subsection 14.1(d) hereof.

"**Event of Default**" - shall have the meaning set forth in Section 10.1 hereof.

"**Existing Environmental Report**" - shall have the meaning set forth in Subsection 14.3(a) hereof.

"**Expiration Date**" - means the later of (i) the thirtieth (30th) anniversary of the Rent Commencement Date, (ii) the thirtieth (30th) day after the date on which the Bonds shall have matured, been retired, or been paid in full in accordance with the Bond Documents, or (iii) the thirtieth (30th) day after the date on which the TIFIA Loan shall have matured, been discharged, or been paid in full in accordance with the TIFIA Loan Documents.

"**Exterior Lights**" - shall have the meaning set forth in Subsection 5.3(l) hereof.

"**Facility Rent**" - means the annual amount payable by RAC to the City pursuant to this RAC Agreement.

"**Facility Rent Statement**" - shall have the meaning set forth in Subsection 4.5(b) hereof.

"**Fair Rental Value**" - shall have the meaning set forth in *Exhibit A* attached hereto.

"**Federal Aviation Administration**" (sometimes abbreviated as "**FAA**") - the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"**Final Environmental Report**" - shall have the meaning set forth in Subsection 14.5 hereof.

"**Force Majeure Delay**" - delay, to the extent caused by events or conditions beyond the reasonable control of RAC, caused by: material damage or destruction by fire or other casualty, strike

(except if affecting only the Premises); delay in transportation of a required material not normally anticipatable; shortage of a required material not normally anticipatable; unusually adverse weather condition such as, without limitation, severe rain storm or storms, below-freezing temperatures of abnormal degree or quantity for an abnormal duration; unknown underground obstructions, and also including, but not limited to, tornadoes and cyclones, war, civil strife, governmental action or inaction, and other like or similar events or conditions beyond the reasonable control of RAC. Force Majeure Delay shall not include any delay associated with or due to operating constraints in performing construction or other work at the Airport. Force Majeure Delay shall include delay caused by investigation of Pre-Existing Conditions discovered after the City's commencement of construction of the CRCF and unanticipated Pre-Existing Environmental Remediation.

"**GARBs**" - shall mean General Airport Revenue Bonds.

"**Gross Revenues**" - means all revenues paid or due to RAC arising out of or in connection with its operations at the Airport, including, without limitation: (a) all time and mileage revenues and all revenues from the sale of personal accident insurance, or any insurance of a similar nature; (b) all Concession Recovery Fees; (c) sums received by the RAC for damage to Motor Vehicles or RAC's property or premises, or from loss, conversion, or abandonment of Motor Vehicles (without mark-up or additional fees); and (d) all other revenues paid or due to RAC arising out of or in connection with its operations at the Airport. Gross Revenues shall not include: (i) amounts of any Federal, State, or municipal taxes; (ii) any CFCs collected by RAC; (iii) amounts for credits, refunds, or adjustments to customers for transactions made at the Airport at the time of, or prior to, the close-out of the rental transaction and shown on the customer Contract (without mark-up or additional fees); (iv) sums received by reason of RAC's disposal of personal property (capital assets) (without mark-up or additional fees); (v) sums received by RAC from its customers for traffic tickets, parking tickets, highway tolls, towing charges, impound fees, and other similar governmental fines and charges actually paid by RAC on behalf of such customers (without mark-up or additional fees); and (vi) sums received by RAC for pass-through charges collected by RAC from its customers with respect to damage repair, parts replacement, and extraordinary cleaning of vehicles, and towing and transporting of damaged vehicles, rented by such customers, and replacement of keys for such vehicles (without mark-up or additional fees). The retroactive adjustment by RAC of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any purpose, is prohibited.

"**Hazardous Materials**" - shall have the meaning set forth in Subsection 14.1(e) hereof.

"**Identified Parties**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Impositions**" - shall mean all real property taxes, assessments, license fees, license taxes, business license fees, commercial rental taxes, levies, charges, improvement bonds, taxes, water and sewer rents and charges, utilities and communications taxes and charges, and similar or dissimilar impositions imposed by any authority having the direct power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, drainage, or other improvement or special assessment district thereof, or any other governmental charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of the City in the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof, including, without limitation, (i) any tax on the City's "right" to rent or "right" to other income from the Joint Use Facility (other than the Public Parking Area) or as against the City's business of leasing the Joint Use Facility (other than the Public Parking Area); (ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by RAC and the City that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street,

sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, it being the intention of RAC and the City that all such new and increased assessments, taxes, fees, levies, and charges be included within the definition of "Impositions" for the purposes of this RAC Agreement; (iii) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or other premises in the Joint Use Facility (other than the Public Parking Area), or the rent payable by RAC hereunder or other RACS of the Joint Use Facility (other than the Public Parking Area), including, without limitation, any gross receipts tax or excise tax levied by state, city, or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by RAC of the Premises, or any portion thereof, but not on the City's other operations; (iv) any assessment, tax, fee, levy or charge upon this transaction or any document to which RAC is a party, creating or transferring an interest or an estate in the Premises; (v) any assessment, tax, fee, levy, or charge by any governmental agency related to any transportation plan, fund, or system (including assessment districts) instituted within the geographic area of which the Joint Use Facility (other than the Public Parking Area) is a part; and/or (vi) any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Impositions.

"**Indemnified Party**" - shall have the meaning set forth in Subsection 7.1(a) hereof.

"**Initial Appraiser**" - shall have the meaning set forth in *Exhibit A* attached hereto.

"**Joint Use Facility**" - shall mean, collectively, the CRCF, the Public Parking Area, and the Joint Use Facility Property, together with the ATS (including ATS vehicles) and Common Use Transportation System associated therewith.

"**Joint Use Facility Property**" - The real property and the land underlying the Joint Use Facility, all as more specifically described in *Exhibit B* attached hereto and made a part hereof, and as more specifically depicted in *Exhibit B-1* attached hereto and made a part hereof.

"**Laws**" - shall have the meaning set forth in Subsection 2.11(b) hereof.

"**RAC Agreement Year**" - The twelve (12) month period commencing on the Rent Commencement Date and each subsequent 12-month period falling wholly or partly within the Term.

"**Letter of Credit**" - shall have the meaning set forth in Subsection 5.9(a) hereof.

"**Maintenance Reserve Account**"- shall mean the maintenance reserve account maintained and held by the City pursuant to the Bond Indenture, the funds on deposit in which shall be disbursed by the City, in the City's discretion, for the purposes and in the manner described in the RAC Agreements (including this RAC Agreement).

"**Maintenance Reserve Account Requirement**" - shall mean the initial amount of $20,000,000.00, which amount shall be subject to change from time to time.

"**Manager**"- shall mean the third-party property manager hired by the City for the operation and management of the CRCF from time to time.

"**Market Share Percentage**" - shall have the meaning set forth in Subsection 2.15(b) hereof.

"**Mayor**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Minimum Annual Guarantee Fee**" (sometimes abbreviated as "**MAG**")- shall have the meaning set forth in Subsection 4.5 hereof.

"**Modified Alternate Facility Rent**" - shall have the meaning set forth in Subsection 4.5(d) hereof.

"**Motor Vehicle**" means any motor vehicle within the meaning of Section 1-146 of the Illinois Vehicle Code, 625 ILCS 5/1-146.

"**New Environmental Report**" - shall have the meaning set forth in Subsection 14.3(a) hereof.

"**New Phase I Assessment**" - shall have the meaning set forth in Subsection 14.3(a) hereof.

"**New Phase II Assessment**" - shall have the meaning set forth in Subsection 14.3(a) hereof.

"**Notice of Subletting or Assignment**" - shall have the meaning set forth in Section 13.2 hereof.

"**Off-Airport RAC Agreement**" - An Off-Airport Rental Car Concession License Agreement between the City, as licensor, and an Off-Airport RAC, as licensee, pursuant to which such Off-Airport RAC has the right to operate a rental car concession providing rental car services to customers at the Airport, or any successor License and Concession Agreement between the City and such Off-Airport RAC, pursuant to which such Off-Airport RAC has the right to operate a rental car concession providing rental car services to customers at the Airport.

"**Off-Airport RAC**" - A rental car company that (i) is not a RAC, (ii) serves customers at the Airport, and (iii) is a party to a valid Off-Airport RAC Agreement with the City.

"**On**" - shall have the meaning set forth in Subsection 14.1(f) hereof.

"**Operating Agreement**" - shall have the meaning set forth in Subsection 13.5(a) hereof.

"**Operating Expenses**" - shall mean any and all costs, expenses, and obligations incurred by the City in connection with the operation, ownership, management, repair, and replacement, as and when necessary, of the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof, including, without limitation, the following: (i) the maintenance, repair, and replacement, as and when necessary, of the downspouts, gutters, roof, and structural components; (ii) the paving, repaving, striping, restriping, patching, repair, and replacement of any or all parking facilities or areas, access roads, driveways, truck ways, sidewalks, and passageways; (iii) loading docks and access ramps, trunk-line plumbing (as opposed to branch-line plumbing); (iv) common utilities and exterior lighting; (v) landscaping; (vi) snow and ice removal; (vii) fire protection; (viii) exterior painting and interior painting of the common areas of the Joint Use Facility (other than the Public Parking Area); (ix) property management fees; (x) additions or alterations made by the City to the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof, in order to comply with Laws (other than those expressly required herein to be made by RAC), or that are necessary or appropriate to the continued operation of the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof, as a consolidated rental car facility; provided, however, that the cost of additions or alterations that are required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years; (xi) premiums for liability, property damage, fire, workers compensation, earthquake, terrorism, wind and/or hurricane, rent, and any and all other insurance which the City deems necessary to carry on, for, or in connection with the City's ownership and operation of the Joint Use Facility (other than the Public

Parking Area); and (xi) any and all other costs or expenses incurred by the City for or on behalf of the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof, and all other similar maintenance and repair expenses incurred by the City for or on behalf of the Joint Use Facility (other than the Public Parking Area), or any portion or portions thereof. Operating Expenses shall not include any costs, expenses, or obligations to the extent incurred solely in connection with the QTA, which QTA costs, expenses, and obligations shall be the sole responsibility of the RAC Consortium hereunder as hereinafter defined.

"**Operation and Maintenance Fund**" - shall mean the operation and maintenance fund maintained and held by the City pursuant to the Bond Indenture, the funds on deposit in which shall be disbursed by the City, in the City's discretion, for the purposes and in the manner described in the RAC Agreements (including this RAC Agreement).

"**Other Contract**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Owners**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Partial RAC Agreement Year**" - The period (consisting of fewer than twelve (12) months) from the Rent Commencement Date or any more recent anniversary of the Rent Commencement Date to and including the expiration or termination date of the RAC Agreement, if the Term ends on a date other than the stated Expiration Date (other than because of an Event of Default).

"**Permitted Use**" - The operation and management of the Premises for Rental Car Purposes (as hereinafter defined), only, and for uses incidental and reasonably related thereto, and except to the extent not reasonably practicable during construction of any RAC Improvements or the CRCF Project, the Premises shall be used continuously by RAC only for Rental Car Purposes, and for uses incidental and reasonably related thereto.

"**Person**" - means any corporation, association, partnership, limited liability company, joint venture, trust, organization, business, individual, or government or any governmental agency, or political subdivision thereof.

"**Political fundraising committee**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Public Parking Area**" - means that portion of the Joint Use Facility consisting of the floors, parking areas, improvements, offices, and other areas dedicated solely to public parking from time to time and not otherwise comprising part of the CRCF or the ATS.

"**Pre-Existing Condition**" - shall have the meaning set forth in Subsection 14.1(g) hereof.

"**Premises**" - shall mean that certain portion of the CRCF Property more specifically depicted in *Exhibit B-1* attached hereto and made a part hereof.

"**Prevailing Wage Act**" - shall have the meaning set forth in Subsection 6.1(b)(i) hereof.

"**Project**" - shall have the meaning set forth in *Exhibit D* attached hereto.

"**Project Manager**" - shall have the meaning set forth in *Exhibit D* attached hereto.

"**RAC**" - shall mean a Person (including the RAC hereunder) that operates a rental car business serving Airport Customers under terms of a RAC Agreement with the City and who leases space within the CRCF.

"**RAC Agreement**" - means, for any RAC, the agreement between such RAC and the City for the lease of premises within the CRCF, and the use thereof by such RAC, to carry out its Rental Car Purposes at the Airport, and payments to the City relating thereto, as supplemented, amended, modified, or superseded from time to time in accordance with its terms.

"**RAC Access Date**" - shall mean the date on which the City authorizes RAC to access the CRCF for the purpose of commencing construction of the RAC Improvements (as hereinafter defined) within the Premises pursuant to Section 5.1 hereof.

"**RAC Consortium**" - shall mean RAC, together with the other RACs operating and occupying a portion or portions of the CRCF from time to time pursuant to valid RAC Agreements, which RAC Consortium shall be organized by, and shall remain subject to, the Operating Agreement.

"**RAC Delay**" - shall mean any delay attributable to the acts or omissions of RAC or RAC's officers, agents, employees, contractors, consultants, subtenants, or licensees from time to time.

"**RAC Improvement Plans**" - shall have the meaning set forth in Subsection 5.3(b) hereof.

"**RAC Improvement Substantial Completion**" - shall have the meaning set forth in Subsection 5.3(h) hereof.

"**RAC Improvements**" - shall have the meaning set forth in Section 5.3 hereof.

"**RAC's Proportionate Share**" - shall mean the percentage determined by dividing the aggregate square footage of the Premises by the aggregate square footage of the Joint Use Facility (less the Public Parking Area), which is acknowledged and agreed to be _____ (____%) as of the Effective Date hereof, or otherwise as determined by the City from time to time

"**RAC's Representative**" - shall have the meaning set forth in this Article 1.

"**RAC Restoration**" - shall have the meaning set forth in Subsection 7.4(c) hereof.

"**RAC Work Items**" - shall have the meaning set forth in Subsection 7.5(c) hereof.

"**RCRA**" - shall have the meaning set forth in Subsection 14.1(d) hereof.

"**Related Party**" - shall have the meaning set forth in Section 13.2 hereof.

"**Release**" or "**Released**" - shall have the meaning set forth in Subsection 14.1(h) hereof.

"**Rent**" - Base Rent, Facility Rent, the Minimum Annual Guarantee Fee, the Concession Fee, and any other amount RAC is obligated to pay under the terms of this RAC Agreement.

"**Rent Commencement Date**" - The earlier of (i) the date that RAC commences conducting business operations at the Premises and the CRCF, or (ii) the first (1st) day of the tenth (10th) full calendar month following the RAC Access Date.

"**Rent Deficiency**" - shall have the meaning set forth in Subsection 4.5(b) hereof.

"**Rental Car Contract**" - The written contract or other agreement under which an Motor Vehicle is rented at the Airport or the CRCF to a customer by a RAC.

"**Rental Car Purposes**" - The rental of Motor Vehicles, support functions such as the washing, fueling, and storage of Motor Vehicles held for rental, and the related provision of gasoline, collision damage waiver protection, insurance (including, but not limited to, personal injury insurance), the rental of children's car seats, mobile telephones, and such other services, items, and equipment are reasonably associated with the rental of Motor Vehicles.

"**Response**" or "**Respond**" - shall have the meaning set forth in Subsection 14.1(i) hereof.

"**Revenues**" - shall have the meaning set forth in Subsection 13.5(c) hereof.

"**SARA**" - shall have the meaning set forth in Subsection 14.1(d) hereof.

"**Security Deposit**" - means the sum of _____ and No/100 Dollars ($_____.00), subject to application and adjustment as provided in Section 5.9 hereof.

"**Short Form RAC Agreement**" - shall have the meaning set forth in Section 15.21 hereof.

"**Special Waste**" - shall have the meaning set forth in Subsection 14.1(j) hereof.

"**Sub-owners**" - shall have the meaning set forth in Subsection 6.1(n) hereof.

"**Substantial Alterations**" - shall have the meaning set forth in Section 5.8 hereof.

"**Term**" - The term of this RAC Agreement shall commence on the Effective Date and shall expire on the Expiration Date.

"**Terminal**" - The existing terminal building(s) at the Airport that are open to the public for the purpose of flight ticket purchase, public lobby, waiting, baggage check-in, and those other services related to public air travel.

"**Third Appraiser**" - shall have the meaning set forth in *Exhibit A* attached hereto.

"**TIFIA**" - means The Transportation Infrastructure Finance and Innovation Act, MAP-21 §2002, 23 USC §§ 601-609, as the same may be amended, modified, or supplemented from time to time.

"**TIFIA Loan**" - means that loan or loans, if any, to the City from the United States Department of Transportation to fund, in part, the Joint Use Facility, pursuant to TIFIA, which loan or loans shall be Subordinate Bonds (as defined in the Bond Indenture).

"**TIFIA Loan Documents**" - means the documents and authorizations relating to the issuance, financing, investment, application, and retirement of the TIFIA Loan, as supplemented and amended from time to time.

"**Transponder**" - shall have the meaning set forth in Subsection 2.14(a) hereof.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., with its successors, and, where the context may require, any separate Trustee or Co-Trustee appointed by the Trustee pursuant to the provisions of the Bond Indenture.

"**Unassigned Rights**" - means the rights of the City under each RAC Agreement, except, so long as any Bonds then remain Outstanding, the right to receive and collect CFCs and Facility Rent.

"**UST**" - as set forth in 415 ILCS 5/57.2, except that UST shall also mean an underground storage tank used exclusively to store heating oil, gasoline, used oil or such other items as are permitted under applicable Laws in connection with the Permitted Use at the CRCF and/or the Premises.

"**Waste Sections**" - shall have the meaning set forth in Subsection 6.1(m) hereof.

"**Work Liaison**" - shall have the meaning set forth in *Exhibit D* attached hereto.

ARTICLE 2
PREMISES

Section 2.1 - Lease of Premises. The City does hereby lease to RAC, and RAC does hereby lease from the City, the Premises.

Section 2.2 - Easements.

(a) RAC's leasing of the Premises shall be subject to any and all easements, licenses, and other rights with respect to the Premises and/or the CRCF now or hereafter granted to or vested in any other governmental entities or agencies, including, without limitation, the FAA; provided, such easements, if any, shall not preclude the use of the Premises for Rental Car Purposes.

(b) RAC acknowledges that there may currently exist, and that the City may grant in the future, easements and rights on, over, or under the Premises and/or the CRCF for the benefit of suppliers or owners of utilities that service the Airport or property adjoining the Premises and/or the CRCF, and RAC hereby consents to any such utility easements whether now in existence or later granted; provided, no such easements hereafter granted by the City shall materially and adversely interfere with RAC's use of the Premises for Rental Car Purposes.

(c) The City reserves (for itself, its grantees, RACs, mortgagees, contractors, licensees, and others claiming by, through, or under the City) such rights and easements as the City shall deem necessary or appropriate from time to time in connection with the CRCF, the Premises, the Airport, and adjacent properties, including, without limitation, for purposes of storm water drainage, utilities, and like matters; provided, no such easements hereafter sought by the City shall materially and adversely interfere with RAC's use of the Premises for Rental Car Purposes.

Section 2.3 - Use of Premises. Subject to the terms and provisions contained in this RAC Agreement, and all applicable Laws (as hereinafter defined) in connection with the conduct of activities by RAC at or around the Airport, RAC is granted the following rights only and no other (and shall use the CRCF for the following purposes only):

(a) The use of the Premises for Rental Car Purposes.

(b) Subject to the rules and regulations promulgated by the City from time to time, RAC shall (i) have the non-exclusive right to use common area space at the CRCF, (ii) be obligated to maintain the Premises, and (iii) be obligated to use the ATS (or the Common Use Transportation System, as applicable) in connection with its use of the CRCF (provided, RAC shall be permitted to provide direct transportation to the Terminal solely with respect to RAC customers that have bona fide and verifiable physical disabilities which reasonably preclude use of the ATS).

(c) All of the operations of RAC hereunder, including all Airport-related rental car transactions conducted by RAC, shall take place at the CRCF and from no other location at or on the Airport.

(d) RAC shall not permit parking on the Premises and/or the CRCF Property of Motor Vehicles of persons (other than employees, agents, licensees, members, and invitees of RAC at the Premises), it being acknowledged and agreed that no public parking shall be allowed therein.

(e) RAC shall also have a non-exclusive right and license during the Term hereof for use of the ATS (and the Common Use Transportation System, as applicable); provided, (i) RAC shall permit other RACs and their customers to use the ATS (and the Common Use Transportation System, as applicable), (ii) RAC shall permit Off-Airport RACs and their customers to use the ATS (and the Common Use Transportation System, as applicable) in accordance with Section 2.14 hereof, and (iii) solely in the event of an emergency, temporary shutdown or inaccessibility of other transportation systems or means of ingress and egress to and from the Airport, or other exigent circumstances, RAC shall permit such other parties as the City shall reasonably direct from time to time to so utilize the ATS (and the Common Use Transportation System, as applicable); provided, in such instance, (1) such use shall not unreasonably disrupt the use of the ATS (and the Common Use Transportation System, as applicable) by RAC, (2) the City shall charge such other parties directly for use of the ATS (and the Common Use Transportation System, as applicable) in an amount equivalent to the amounts then being charged to Off-Airport RACs for such usage pursuant to Section 2.14 hereof, and (3) the City shall thereafter provide RAC with a credit equal to the amount of charges collected by the City pursuant to Clause (2) above against RAC's obligations for Base Rent next coming due and payable hereunder until such charges have been credited in full.

Section 2.4 - Ingress and Egress. Subject to the rules and regulations promulgated by the City from time to time, and the terms and provisions of this RAC Agreement providing for mandatory use of the ATS or the Common Use Transportation System, as applicable (provided, RAC shall be permitted to provide direct transportation to the Terminal solely with respect to RAC customers that have bona fide and verifiable physical disabilities which reasonably preclude use of the ATS), RAC, and its respective employees, agents, invitees, and licensees and their respective vehicles, shall have the right and privilege of ingress to and egress from the Premises on Airport roadways available for use by the public or at other locations acceptable to the City. The City may, at any time, temporarily or permanently, close or consent to or request the closing of, or otherwise restrict access to, any roadway or other right-of-way for such ingress and egress, and any other area at the Airport or in its environs currently or hereafter used for ingress and egress.

Section 2.5 - Quiet Enjoyment. The City agrees, unless otherwise provided by this RAC Agreement, that if RAC shall perform all obligations and make all payments as provided hereunder, RAC shall be entitled to and shall have the quiet possession and enjoyment of the Premises, and the rights and privileges leased to RAC hereunder, subject to the provisions contained in this RAC Agreement.

Section 2.6 - Present Condition of Premises. Subject to the terms and provisions of this RAC Agreement, and except as expressly provided to the contrary in Article 5 hereof, RAC understands and agrees that RAC, by the execution of this RAC Agreement, agrees to accept the Premises in its "AS IS" condition as existing as of the RAC Access Date (subject, however, to the City's obligation to construct and complete the CRCF Project as and to the extent provided under Section 5.1 hereof), and that, except as expressly provided to the contrary in Article 5 hereof, the City has made no representations or warranties regarding the condition of the Premises or its suitability for RAC's proposed use.

Section 2.7 - Operation of Premises Generally.

(a) Without limiting any other requirement set forth in this RAC Agreement, RAC shall conduct (to the extent applicable hereunder) its operations on the Premises and within the Airport in a commercially reasonable manner in order to minimize the emanation of noise, vibration, dust, fumes, and odors, and so as not to interfere with the use and operation of the Airport, adjacent areas on or surrounding the Airport, or adjacent areas surrounding the Premises.

(b) The City and RAC acknowledge that the operation of the business of RAC on the Premises, as well as RAC's performance of its obligations under this RAC Agreement with respect thereto, will enhance the economic development of the City, and that the rights of RAC to use the Premises are subject to the rights of the City, as landlord, to monitor compliance with this RAC Agreement to ensure that the Premises are used and operated as required by this RAC Agreement.

(c) Except as otherwise provided in Subsection 2.9(b) below, if RAC receives (or the City receives and forwards to RAC) any written complaint concerning the operation or use by RAC of the Premises, the CRCF, the Common Use Transportation System, or the ATS, other than (i) minor complaints not related in any material respect to RAC's duties and obligations under this RAC Agreement or any other agreement between RAC and the City, or (ii) manifestly invalid or baseless complaints (as mutually and reasonably determined by RAC and the City following RAC's submission of reasonable supporting or explanatory documentation in connection therewith), then (without limitation of the City's other rights and remedies hereunder):

(i) In the case of the first such complaint, RAC shall promptly respond to such complaint in writing within thirty (30) days of its receipt and make a good-faith attempt to resolve or rectify the cause of such complaint within such 30-day period, and in the event RAC fails to do so, the City may (but shall not be obligated), at its election, resolve or rectify the cause of such complaint, in which event the reasonable costs, expenses, and fees incurred by the City in connection therewith shall be deemed additional rent hereunder and shall be due and payable by RAC to the City within thirty (30) days following the City's invoice therefor, and if not paid within such 30-day period, shall bear interest at the Default Rate until paid.

(ii) In the case of the second such complaint from the same customer, or concerning the same or substantially the same issue, received by RAC within ninety (90) days following the first such complaint, RAC shall promptly respond to such complaint in writing within twenty-four (24) hours of its receipt and make a good-faith attempt to resolve or rectify the cause of such complaint within such 24-hour period, and in the event RAC fails to do so, the City may (but shall not be obligated), at its election, resolve or rectify the cause of such complaint, in which event the reasonable costs, expenses, and fees incurred by the City in connection therewith shall be deemed additional rent hereunder and shall be due and payable by RAC to the City within thirty (30) days following the City's invoice therefor, and if not paid within such 30-day period, shall bear interest at the Default Rate until paid.

(iii) In the case of the third such complaint from the same customer, or concerning the same or substantially the same issue, received by RAC within ninety (90) days following the second such complaint, the City may (but shall not be obligated), in addition to its rights and remedies under clause (ii) above, at its election and upon prior notice to RAC, thereafter perform such functions directly for the remainder of the Term hereof, in which event the costs, expenses, and fees thereafter incurred by the City in connection with the performance of such functions shall be payable by RAC as part of the Facility Rent hereunder.

(iv) Without further notice or demand, RAC shall keep a copy of each such complaint and RAC's written response thereto for a period of six (6) months from the date of the complaint, and shall make the complaint and the written response available to the City upon its request.

(d) RAC shall respond in writing to complaints registered by the City's Police Department with respect to violations of traffic regulations committed on Airport roadways, including, without limitation, any use relating to the business operations of RAC at the Premises or the Airport by the agents, contractors, invitees, and licensees of RAC, setting forth such action as has been taken or is immediately contemplated to remedy said violations.

Section 2.8 - Operating Hours. RAC covenants and agrees to operate the Premises during all hours of air carrier operations at the Airport each day as may be necessary to meet reasonable demands for such services and to properly and adequately serve the public, as determined by the City.

Section 2.9 - Full-Time Manager; Availability of Employee for Entry. Throughout the Term, the management, maintenance, and operation of the Joint Use Facility shall be under the supervision and direction of the Manager. The Manager shall be generally available during regular business hours. Further, RAC shall at all times during construction and thereafter during the Term have an agent, representative, or contractor authorized to make decisions for RAC available on the Premises or who may be contacted immediately by telephone or other communication to permit the City timely entry into RAC Improvements or locked areas where required or permitted under this RAC Agreement.

Section 2.10 - Permits and Vehicle Registration. RAC shall obtain all permits required for conduct of its operations at the Premises and the CRCF, all in accordance with applicable Laws. Upon commencement of operations at the Premises and thereafter at the City's reasonable request, RAC shall provide evidence to the City that RAC has obtained or caused to be obtained such permits and registrations.

Section 2.11 - Use of Premises and/or CRCF in Compliance with Law.

(a) RAC shall not use or occupy or permit the Premises and/or the CRCF to be used or occupied, or do or permit anything to be done in or on the Premises and/or the CRCF, in whole or in part, in a manner which would in any way violate any certificate of occupancy affecting the Premises and/or the CRCF, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by RAC under this RAC Agreement, or which will constitute a public or private nuisance, or which will disrupt the safe, efficient, and normal operations of the Airport.

(b) RAC shall not use or occupy the Premises and/or the CRCF, or permit the Premises and/or the CRCF to be used or occupied, in whole or in part, in a manner which may violate, and RAC shall at all times comply with, any and all present and future, ordinary and extraordinary, foreseen and unforeseen, laws, statutes, rules, regulations, directives, ordinances, or requirements of any federal, state, or municipal governments or of any other governmental, public, or quasi-public authorities now existing or hereafter created (collectively, "**Laws**"), to the extent such governments or authorities have jurisdiction over the Premises and/or the CRCF, whether or not the City also is liable for compliance.

(c) RAC may, in good faith (and whenever necessary, in the name of, but without expense to, the City), and after having secured the City to its reasonable satisfaction by cash or by a surety company bond in an amount, from a company, and in form and substance reasonably satisfactory

to the City, against loss or damage if the City shall be exposed to any as the result thereof, contest the validity of any such Laws and, pending the determination of such contest, may postpone compliance therewith, except that RAC shall not so postpone compliance therewith as to subject the City to the risk of any fine or penalty, loss of any permit or license, adverse impact on the Airport or Airport operations, or prosecution for a crime, or to cause the Premises and/or the CRCF or any part thereof to be condemned or to be foreclosed upon.

Section 2.12 - Commencement of Operations. RAC shall (i) promptly take possession of the Premises, and commence the construction of the RAC Improvements therein, upon the date on which the City authorizes RAC to access the CRCF for the purposes set forth above, (ii) commence operating the Premises, upon RAC Improvement Substantial Completion, subject to Force Majeure Delays.

Section 2.13 - Easement for Utilities. If reasonably requested by RAC and the applicable utility company, and subject to the provision of Section 4.7 hereof, the City shall grant to such utility company non-exclusive easements on and under the Joint Use Facility Property and/or Premises for location of facilities to provide natural gas, electricity, or communications service required by RAC in order to provide required utility service to the Premises, at such locations on City property as may be mutually agreed to by the City and RAC; provided (a) RAC shall pay the City's costs and expenses in connection with granting such easement, or required of grantor under such easement, and (b) the granting of such easements is permitted by the Bond Ordinance or other future ordinance.

Section 2.14 - ATS/Common Use Transportation System.

(a) RAC agrees that, commencing on the Rent Commencement Date (or such other date as may be directed by the City) and continuing for the remainder of the Term hereof, RAC shall transport all rental car customers of RAC between the CRCF and the Terminal exclusively by use of the ATS (or if the ATS is unavailable for any reason, by use of the Common Use Transportation System), which ATS (or Common Use Transportation System, as the case may be) shall be operated by the City, and which ATS shall use the common train or transit stations designated by the City from time to time to serve the Joint Use Facility and the Terminal. RAC shall fully cooperate with the City's efforts to impose this requirement on all Off-Airport RACs. So long as the Bonds are outstanding, and unless otherwise approved by Trustee or as expressly permitted under this RAC Agreement, the City shall not permit direct access to the Terminal by any shuttle bus or other vehicle providing transportation services on or about Airport premises to or from the facility of any RAC or Off-Airport RAC. In no event shall luggage carts or comparable devices be permitted on the ATS or the Common Use Transportation System.

(b) RAC agrees that for any violation by RAC of the obligations under the first sentence of Subsection 2.14(a) above, the City shall have the right, in addition to its rights and remedies provided elsewhere in this RAC Agreement and at law, to impose the following on RAC as liquidated damages for such violation:

(i) For the first violation in any period of twelve (12) consecutive months during the Term of this RAC Agreement, the liquidated damages amount shall be $125.00.

(ii) For the second and any subsequent violation during any period of twelve (12) consecutive months during the Term of this RAC Agreement, the liquidated damages amount shall be $250.00.

If RAC disputes any such violation, RAC may submit, within ten (10) days following RAC's receipt of written notice of the liquidated damages amount, a written request for review of such liquidated

damages amount to the Commissioner or the City's designated person, as the case may be, in which event the City's administrative hearing procedures shall be applicable with respect to such liquidated damages amount. Failure to so request review within such 10-day period shall result in such liquidated damages amount becoming final and non-reviewable.

(c) RAC acknowledges and agrees that the prohibition on Terminal curbside shuttle, pick-up, and drop-off operations other than through the ATS or the Common Use Transportation System, as applicable (provided, RAC shall be permitted to provide direct transportation to the Terminal solely with respect to RAC customers that have bona fide and verifiable physical disabilities which reasonably preclude use of the ATS) is a critical element of the operations within the Airport. The failure of RAC to comply with such prohibition vitally affects the safety and needs of the traveling public and the Airport and constitutes a material breach of this RAC Agreement for which money damages are insufficient. Therefore, RAC specifically acknowledges and agrees that the City shall, without limitation of its other rights and remedies, be entitled to seek an order of specific performance of the provisions of this Section 2.14 issued by a court of competent jurisdiction in connection with any violation by RAC of the terms and provisions hereof.

Section 2.15 - Allocation of Counter Space, Back Office Space and Parking Spaces within CRCF:

(a) The size, location, and configuration of available counter space, back office space, ready/return parking spaces, and Motor Vehicle storage spaces in the CRCF shall be subject in all cases to the terms and provisions of the CFC Ordinance, this RAC Agreement, and the direction and approval of the Commissioner. Subject to the foregoing, available counter space, back office space, ready/return parking spaces, and Motor Vehicle storage spaces in the CRCF will initially be allocated among the RACs according to their respective point award allocations and packages pursuant to and as more specifically set forth in that certain "Request for Proposals (RFP) for Rental Car Concessions for Future Joint Use Rental Car and Public Parking Facility at Chicago O'Hare International Airport" heretofore issued by the City in connection with the Joint Use Facility.

(b) Subject to the foregoing minimums and the prior written approval of the City, and except to the extent otherwise approved in writing by the Commissioner, available counter space, back office space, ready/return parking spaces, and Motor Vehicle storage spaces in the CRCF shall be subject to reallocation among the RACs based upon their respective Market Share Percentages (as hereinafter defined) at the following intervals:

(i) Counter space - the fifth (5th) anniversary of the Rent Commencement Date, and once every five (5) years thereafter;

(ii) Back office space - the fifth (5th) anniversary of the Rent Commencement Date, and once every five (5) years thereafter;

(iii) Ready/return parking spaces - the fifth (5th) anniversary of the Rent Commencement Date, and once every five (5) years thereafter; and

(iv) Motor Vehicle storage spaces - the fifth (5th) anniversary of the Rent Commencement Date, and once every five (5) years thereafter.

Such reallocation shall apply to the amount of space attributable to each of the aforementioned items only, and shall not be deemed to apply to the location of such items. The cost of any such reallocation shall be paid by the RAC or RACs requesting or responsible for such reallocation based upon their

respective Market Share Percentages (as hereinafter defined), or as the City and such RAC or RACs may otherwise agree. Any relocation or proposed relocation of any of the aforementioned items by any RACs hereunder shall be subject in each case to the prior written approval of the Commissioner, and in the event that the Commissioner approves such relocation, any and all costs and expenses associated therewith, including, without limitation, relocation costs and the costs incurred by any other RAC affected by such relocation shall be allocated as aforesaid. For purposes hereof, "**Market Share Percentage**" for each RAC shall mean the amount, expressed as a percentage, equal to the quotient of (i) the Gross Revenues (as defined in such RAC's RAC Agreement) of such RAC during the immediately preceding twelve (12) month period, divided by (ii) the aggregate sum of all Gross Revenues of all of the RACs during the immediately preceding twelve (12) month period.

Section 2.16 - Allocation of Space in the QTA:

(a) The size, location, and configuration of available QTA space and vehicle staging lanes in the CRCF shall be subject in all cases to the direction and approval of the Commissioner. Subject to the foregoing, available QTA space and vehicle staging lanes in the CRCF will initially be allocated among the RACs in increments of bays according to respective point award allocations and packages pursuant to and as more specifically set forth in that certain "Request for Proposals (RFP) for Rental Car Concessions for Future Joint Use Rental Car and Public Parking Facility at Chicago O'Hare International Airport" heretofore issued by the City in connection with the Joint Use Facility. Notwithstanding the foregoing, the Commissioner may, at any time and from time to time during the Term hereof and in his or her sole and absolute discretion, require the RACs with the three (3) lowest MAG amounts to share QTA space and vehicle staging areas.

(b) Subject to the foregoing minimums and the prior written approval of the City, and except to the extent otherwise approved in writing by the Commissioner, available QTA space and vehicle staging areas in the CRCF shall be subject to reallocation among the RACs based upon their respective Market Share Percentages on the fifth (5th) anniversary of the Rent Commencement Date, and once every five (5) years thereafter. Such reallocation shall apply to the amount of space attributable to the QTA space and vehicle staging areas only, and shall not be deemed to apply to the location of such items. The cost of any such reallocation shall be paid by the RACs based upon their respective Market Share Percentages, or as such RACs may otherwise agree. Any relocation or proposed relocation of any QTA space or vehicle staging areas by any RAC hereunder shall be subject in each case to the prior written approval of the Commissioner, and in the event that the Commissioner approves such relocation, any and all costs and expenses associated therewith, including, without limitation, relocation costs and the costs incurred by any other RAC affected by such relocation, shall be allocated as aforesaid.

Section 2.17 - Reconstitution of RACs. Notwithstanding anything herein to the contrary, in the event that any RAC from time to time ceases to operate at the CRCF at any time during the Term hereof, the City shall have the right to require that a reasonably comparable replacement RAC be substituted therefor (subject to such replacement RAC executing a valid RAC Agreement with the City). In the event that no reasonably comparable replacement RAC is substituted therefor, the available counter space, back office space, ready/return parking spaces, Motor Vehicle storage spaces, QTA space, and vehicle staging areas may be reallocated among the remaining RACs based upon their respective Market Share Percentages, or as such remaining RACs may otherwise agree, but subject in all cases to the review and reasonable approval of the Commissioner. In the event that the remaining RACs fail to agree on such reallocation, the City may, but shall not be required, to reallocate such available counter space, back office space, ready/return parking spaces, Motor Vehicle storage spaces, QTA space, and vehicle staging areas in accordance with the respective Market Share Percentages of such remaining RACs.

Section 2.18 - Restrictions on RAC. Except as may otherwise be expressly provided in this RAC Agreement, RAC may not, without the prior written consent of the City in each instance, which consent may be granted or withheld in the City's sole and absolute discretion:

(i) Place, construct, or maintain in or about the Premises and/or Joint Use Facility Property any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, televisions, radios, antennas, or other similar media or device;

(ii) Solicit business or distribute handbills or other advertising or promotional materials in, on, or about the Premises and/or the Joint Use Facility, or other buildings and structures in the area of the Airport, except that RAC shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for RAC's type of business;

(iii) Keep or permit animals of any kind in or about the Premises and/or the Joint Use Facility, except dogs trained to assist sight-impaired or other disabled persons;

(iv) Use or permit any portion of the Premises and/or the Joint Use Facility to be used as living or sleeping quarters;

(v) Sell, distribute, display, or offer for sale any item which, in the City's good faith judgment, is inconsistent with the quality of operation of the Airport, or which may tend to detract from the image of the Airport;

(vi) Do or permit to be done anything in connection with RAC's occupancy or advertising which, in the City's reasonable judgment, may reflect unfavorably on the City or the Airport, or may confuse or mislead the public as to any apparent partnership or similar relationship between the City and RAC. RAC shall not have or acquire any property right or interest in the name "Chicago O'Hare International Airport" or any variation thereof;

(vii) Except as expressly provided to the contrary in this RAC Agreement, conduct any auction (except with the prior written consent of the City at the City's sole and absolute discretion), fire, bankruptcy, distress, clearance, or going-out-of-business sale on the Premises and/or CRCF or post any sign or advertisement regarding such activity in or about the Premises and/or CRCF;

(viii) Use or permit the Premises and/or the Joint Use Facility to be used in any manner or permit anything to be brought into or kept therein which would (a) violate the certificate of occupancy for the Premises and/or the Joint Use Facility, (b) cause structural injury to any part of the Premises and/or the Joint Use Facility, (c) impair or interfere with the proper operation and maintenance of improvements in the Airport, or (d) violate any of RAC's other obligations under this RAC Agreement or the obligations of any RAC under such party's RAC Agreement;

(ix) Permit a work of visual art, as defined in 17 U.S.C. § 107, to be installed in the Premises and/or the Joint Use Facility. In addition, any request by RAC to the City to grant its written consent to such installation shall be accompanied by a written waiver, in a form acceptable to the City, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650; or

(x) Permit parking on the Premises and/or the Joint Use Facility of Motor Vehicles of persons (other than employees, agents, licensees, and invitees of RAC at the Premises and/or the Joint Use Facility), no public parking being allowed.

ARTICLE 3
TERM

Section 3.1- Term of RAC Agreement. The term of this RAC Agreement shall be for the Term. This RAC Agreement shall become effective on the Effective Date and shall continue through the Expiration Date, unless sooner terminated in accordance with the terms and provisions hereof.

Section 3.2 - Operation of Premises after Term. In the event of continued occupancy by RAC of all or a portion of the Premises after expiration or termination of this RAC Agreement with the City's consent, such occupancy shall be deemed to be on a month-to-month basis and the Rent payable by RAC for such continued occupancy shall be at the same rate of the Rent last payable, on a per diem basis, during the last RAC Agreement Year ear falling within the Term; provided, in the event that the City notifies RAC in writing at any time following such expiration or termination of this RAC Agreement that RAC is required to vacate and surrender the Premises to the City and RAC fails to do so within thirty (30) days following such notice, RAC shall thereupon commence paying Rent for the Premises at 150% of the annual rate of the aggregate Rent last payable, on a per diem basis, during the period immediately preceding such notice from the City, which rate shall increase to 200% of the annual rate of the aggregate Rent last payable, on a per diem basis, during the period immediately preceding such notice from the City if such failure continues for sixty (60) days following such notice. Except as expressly provided to the contrary hereunder, no occupancy by RAC after the expiration or other termination of this RAC Agreement shall be construed to extend the Term. In addition, in the event that the City notifies RAC in writing to vacate and surrender the Premises to the City as aforesaid and RAC fails to do so within thirty (30) days following such notice, RAC shall be liable for any and all damages, consequential as well as direct, sustained by the City by reason of RAC's continued occupancy from and after the expiration of such 30-day period. Any holding over with the consent of the City in writing shall thereafter constitute a lease from month to month on the same terms and conditions as this RAC Agreement, including payment of the Rent, or at such other rate of Rent as to which the City notifies RAC prior to or after such termination or expiration as to rent payable thereafter for such holding over.

Section 3.3 - Return of the Premises. At the termination or expiration of this RAC Agreement, RAC shall return the Premises in good condition and repair, subject to ordinary wear and tear, and RAC shall remove all personal property, trade fixtures, and equipment, if any, of RAC (but excluding the RAC Improvements, unless otherwise directed by the City) from the Premises prior to the date of termination. RAC shall repair any and all damage to the Premises caused by RAC's removal of the personal property, trade fixtures, and equipment, if any. All such removal and repair required of RAC pursuant to this Section 3.3 shall be at RAC's sole cost and expense. If RAC fails to remove any items required to be removed by RAC hereunder or fails to repair any resulting damage prior to or within ten (10) days after termination of the RAC Agreement, then the City may (but shall not be obligated to) remove said items, and repair any resulting damage, and RAC shall pay the cost of any such removal and repair, together with interest thereon at the Default Rate from and after the date such costs were incurred until receipt of full payment therefor. RAC shall also furnish to the City (as to existing RAC Improvements if not previously delivered to the City), and the City shall have the right to use, a full set of the "as-built" plans and specifications for all RAC Improvements, and all final reports prepared by or for RAC on the environmental or physical condition of the Premises. Upon termination or expiration of this RAC Agreement, at the City's option, any USTs on the Premises shall be deemed conveyed to the City, or shall be required to be removed. RAC shall confirm any such conveyance of USTs by a bill of sale for such USTs to the City, if requested by the City. RAC shall perform any removal required by the City in

accordance with all Environmental Laws (as defined in Article 14 hereof) and otherwise in accordance with Article 14 hereof.

Section 3.4 - Reversion to the City; Quitclaim Deed. On the last day of the Term or upon any earlier termination of this RAC Agreement or RAC's right to possession of the Premises under this RAC Agreement, fee simple title to all RAC Improvements therein, to the extent not theretofore vested in the City pursuant to the terms of this RAC Agreement, shall revert to the City without the necessity of any further action by either party hereunder; provided, however, that upon the City's request, RAC shall execute and deliver to the City (in recordable form) all documents necessary to evidence such conveyance, including, without limitation, a quitclaim deed and bill of sale. RAC shall deliver to the City RAC's executed counterparts of any service and maintenance contracts that are in RAC's possession and are then affecting the Premises, true and complete maintenance records for the Premises, all original licenses and permits then pertaining to the Premises, permanent certificates of occupancy then in effect for the Premises, and all assignable warranties and guarantees then in effect which RAC has received in connection with any work or services performed or equipment installed in the Premises, together with a duly executed assignment of any of the foregoing to the City (but as to any service and maintenance contracts, only to the extent the City requests assignment), and all financial reports, documents, books, and records whatsoever relating to the maintenance or condition of the Premises.

Section 3.5 - Option to Require Re-Bidding; No Assurance of Continued Participation. Notwithstanding anything herein to the contrary, the City shall have the right and option, to be exercised in its sole and absolute discretion, to require the re-bidding of this RAC Agreement and the rights granted hereunder once every ten (10) years during the Term hereof, and, in such event, RAC may be required to re-bid for the rights and license granted hereunder as part of the City's then-applicable public bidding process therefor (and, in the event that RAC elects not to re-bid as aforesaid, the City shall be entitled in such instance to terminate this RAC Agreement in the event that the City determines to award the rights and license granted hereunder to a third party, failing which this RAC Agreement shall remain in full force and effect). The terms of such re-bidding may include, without limitation, a modified Minimum Annual Guarantee Fee, a modified Concession Fee, a modified definition of "Gross Revenues" hereunder, modified Base Rent, modified Facility Rent, and such other terms as the City shall deem appropriate. RAC hereby acknowledges and agrees that the City has advised RAC of the City's right and option to require the periodic rebidding of this RAC Agreement as aforesaid, and RAC further acknowledges that the City has not given RAC any assurances that RAC will be given the opportunity to continually participate in the CRCF or the Airport pursuant to this RAC Agreement. In the event that RAC is outbid in connection with any such periodic re-bidding, the City shall have the right to terminate this RAC Agreement upon not less than thirty (30) days' written notice to RAC. Upon such termination, the obligations of each of RAC and the City hereunder shall thereupon terminate (except for any obligations accruing hereunder prior to such termination or which expressly survive the termination hereof). In the event that RAC is the successful bidder in any such periodic re-bidding, RAC and the City shall execute a written amendment to this RAC Agreement confirming the modified terms and provisions applicable hereto.

ARTICLE 4
RENT AND FEES

Section 4.1 - Place of Payment. RAC shall pay Base Rent, Facility Rent, the Minimum Annual Guarantee Fee, Concession Fee, and all other amounts owed to the City under this RAC Agreement, all without set-off, deduction, credit, or discount, except as expressly otherwise provided in this RAC Agreement, in lawful money of the United States, to the City at the Office of the City Comptroller, 333 South State Street, Room 420, Chicago, Illinois 60604, or to such other place or person as the City may direct RAC by written notice. Payment of Rent is independent of every other covenant and obligation in

this RAC Agreement. The City shall not be obligated to bill RAC for Base Rent, Facility Rent, the Minimum Annual Guarantee Fee, or Concession Fee. Payment by RAC to the City of compensation pursuant to this RAC Agreement shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes, or franchise fees which RAC may now or in the future be obligated to pay to the City, including, without limitation, under a use agreement or any other agreement with the City.

Section 4.2 - Base Rent. Base Rent for the Premises shall be payable commencing on the Rent Commencement Date and thereafter during the Term in accordance with the terms and provisions of *Exhibit A* attached hereto and made a part hereof. Base Rent shall be payable in monthly installments in advance equal to one twelfth (1/12) of the applicable yearly amount, commencing on the Rent Commencement Date and on the first day of each and every calendar month of the Term thereafter; provided, however, if the Rent Commencement Date is not the first day of any calendar month or the Expiration Date is not the last day of any calendar month, the monthly installment of Base Rent for such month shall be adjusted ratably (based on the number of days of such month within the Term). The Rent Commencement Date shall be established and set forth in the Confirmation to be executed by the parties pursuant to Subsection 5.1(c) hereof.

Section 4.3 - Facility Rent.

(a) In addition to the Base Rent payable by RAC hereunder, RAC shall pay an amount equivalent to the sum of (i) RAC's Proportionate Share of any and all Debt Service allocated to the CRCF for each RAC Agreement Year under this RAC Agreement, plus (ii) RAC's Proportionate Share of any and all Debt Service allocated to the ATS for each RAC Agreement Year under this RAC Agreement, plus (iii) RAC's Proportionate Share of Operating Expenses and Impositions for each RAC Agreement Year under this RAC Agreement, plus (iv) any and all other costs and expenses for which RAC is expressly responsible or liable for each RAC Agreement Year under this RAC Agreement, to the extent that such aggregate sum for the applicable payment period hereunder is in excess of total CFC Collections from all RACs for such payment period hereunder (and the other RAC Agreements then in effect), and available in the CFC Revenue Fund (as defined in the Bond Documents) to be applied to such costs (collectively, "**Facility Rent**"). Any and all Facility Rent shall be paid by RAC as and when provided hereunder, and in all events without set-off, deduction, credit, or discount, except for such credits for overpayments as are expressly permitted under this Section 4.3.

(b) The City shall, within a reasonable time following the Effective Date hereof, and as soon as reasonably possible after the commencement of each RAC Agreement Year thereafter, provide RAC with a statement of the estimated monthly installments of Facility Rent which will be due for the remainder of such initial or subsequent RAC Agreement Year under this RAC Agreement, as the case may be (the "**Facility Rent Estimate**"). Such Facility Rent Estimate shall be based on, among other things, the estimated or forecasted number of Contract Days for such RAC Agreement Year under this RAC Agreement, and shall be projected to be sufficient, together with the estimated or forecasted CFC Collections for such RAC Agreement Year hereunder, to enable the City to cover Debt Service and the other components of Facility Rent hereunder. RAC shall pay to Trustee (or, if so directed by the City in writing, to the City), concurrently with its monthly payment of Base Rent as provided in Section 4.2 above, the estimated monthly installment of Facility Rent for the RAC Agreement Year in question as set forth in such Facility Rent Estimate.

(c) As soon as reasonably practicable following the end of each RAC Agreement Year hereunder during the Term hereof, the City shall provide RAC with a statement (the "**Facility Rent Statement**") indicating (i) the total amount of Debt Service, Operating Expenses and Impositions, and related costs attributable to such RAC Agreement Year, (ii) the total CFC Collections received by the

City and attributable to such , and (iii) the available balance of the CFC Revenue Fund for such . If such Facility Rent Statement indicates that the total amount of Debt Service, Operating Expenses and Impositions, and related costs for such RAC Agreement Year exceeds the sum of (A) the total amount of CFC Collections attributable to such RAC Agreement Year, plus (B) the then-available CFC Revenue Fund sums for such RAC Agreement Year applied thereto, RAC shall pay to the City any such deficiency (herein, a "**Facility Rent Deficiency**") within sixty (60) days after RAC receives the Facility Rent Statement for such RAC Agreement Year, and such sums shall be deemed additional Rent hereunder. Any such Facility Rent Deficiency which remains unpaid from and after such 60-day period shall bear interest at the Default Rate hereunder from the date due until paid. If such Facility Rent Statement indicates that the total amount of Debt Service and related costs for such RAC Agreement Year is less than the total amount of CFC Collections attributable to such RAC Agreement Year, the City shall apply such excess, at the City's discretion, first to Eligible Costs and then as otherwise permitted under the terms and provisions of the CFC Ordinance, the Bond Ordinance, or the Bond Indenture, as the case may be (provided, the City shall advise RAC of any excess CFC Collections which are to be applied to items other than Eligible Costs). The CFCs and CFC Collections shall be governed by Section 4. 7 hereof. The City hereby acknowledges that under each RAC Agreement between each RAC, as tenant/licensee, and the City, as landlord/licensor, each RAC will be required to pay its share of any Facility Rent Deficiency payable hereunder directly to the Trustee (or, if directed by the City in writing, to the City), and the City, without limitation of its other rights and remedies hereunder for the non-payment of any such Rent Deficiency or other sums, and without limitation or modification of the liability of RAC and each such other RAC for the payment of such Rent Deficiency or other sums hereunder, hereby agrees to accept payment of such Rent Deficiency from each such RAC.

(d) In the event that the Bonds are retired, are paid in full, or are otherwise discharged prior to the maturity date established at the time of their initial issuance (each, an "**Early Discharge**") from any monies other than CFC Revenue Fund monies pursuant to the Bond Documents at any time prior to the Expiration Date hereof such that there is then no additional Debt Service thereafter coming due and payable hereunder, the City shall continue to impose the CFC until the Expiration Date hereof, CFC proceeds shall continue to be collected and remitted to the City by the RACs in accordance with the applicable RAC Agreement until the Expiration Date hereof, and RAC shall pay hereunder in lieu of, and in substitution for, such Debt Service, rent for the Premises equivalent to the Fair Rental Value (as defined in *Exhibit A* attached hereto) therefor (the "**Alternate Facility Rent**"). Alternate Facility Rent shall be due and payable to the City at the same time and in the same manner as the Rent otherwise payable hereunder; provided, however, subject in all events to the terms and provisions of the TIFIA Loan Documents, any excess CFCs so remitted to the City during such period shall be applied towards RAC's obligations for Alternate Facility Rent hereunder.

(e) In the event of an Early Discharge from CFC Revenue Fund monies such that no additional Debt Service shall thereafter be due and payable, the Alternate Facility Rent shall not be based on the Fair Rental Value as set forth in Subsection 4.3(d) above. Rather, RAC shall pay hereunder in lieu of, and in substitution for, such Debt Service, rent for the Premises in an amount equal to the interest component of Debt Service on the Bonds which would otherwise have been due and payable if there had not been an Early Discharge, with interest calculated as if the principal outstanding on the Bonds as of the date of Early Discharge were amortized on a straight-line basis over what would have been the remaining term of the Bonds (herein, the "**Modified Alternate Facility Rent**"), it being acknowledged by the City and RAC that such Modified Alternate Facility Rent, plus the CFC Revenue Fund and/or CFC Discretionary Fund (as defined in the Bond Documents) moneys that were used for the Early Discharge, are equal to the Fair Rental Value for the Premises for the remainder of the Term. Modified Alternate Facility Rent shall not be deemed another Eligible Cost for purposes hereof, and the RACs shall not offset CFCs collected and remitted to the City against Modified Alternate Facility Rent, it being understood, however, that the CFC may still be imposed and the proceeds thereof collected and remitted for purposes

of paying other Eligible Costs. Modified Alternate Facility Rent shall be due and payable to the City at the same time and in the same manner as the Rent otherwise payable hereunder.

Section 4.4 - Operating Expenses and Impositions.

(a) RAC shall pay, in addition to the Base Rent and Facility Rent payable by RAC hereunder, RAC's Proportionate Share of Operating Expenses and Impositions incurred by the City for or in connection with the Joint Use Facility (other than the Public Parking Area).

(b) The City shall have the right to invoice RAC monthly or quarterly for RAC's Proportionate Share of the Operating Expenses and Impositions payable by RAC under this RAC Agreement, and RAC shall pay to the City, as a component of Facility Rent hereunder, those amounts for which RAC is invoiced within thirty (30) days after receipt of said invoice. Alternatively, at the City's election, the City shall have the right to invoice RAC monthly for RAC's Proportionate Share of the Operating Expenses and Impositions, as reasonably estimated by the City. Any monies paid in advance to the City by RAC shall not accrue interest thereon. Following the end of each RAC Agreement Year thereafter, the City shall deliver a statement to RAC setting forth the difference between the actual RAC's Proportionate Share of the Operating Expenses and Impositions and the total amount of monthly payments theretofore paid by RAC to the City for such RAC Agreement Year thereafter (the "**Annual Operating Expense and Tax Statement**"). RAC shall thereafter pay to the City the full amount of any difference between RAC's actual obligation over the total amount of RAC's estimated payments within thirty (30) days after receipt of said Annual Operating Expense and Tax Statement. Conversely, in the event RAC's estimated payments exceed RAC's actual obligation, the City shall credit said overpayment against RAC's monthly obligation for RAC's Proportionate Share of the Operating Expenses and Impositions within thirty (30) days following the City's delivery of such Annual Operating Expense and Tax Statement. In the event that this RAC Agreement expires on a date other than the end of a billing period, RAC's obligation with respect to any amounts owed to the City shall survive the expiration of the Term, and shall be invoiced to RAC when the same have been accurately determined or, at the City's option, such amounts shall be reasonably estimated by the City to reflect the period of time this RAC Agreement was in effect during such billing period.

(c) Any delay or failure of the City in (i) delivering any estimate or statement described in this Section 4.4, or (ii) computing or billing of RAC's Proportionate Share of the Operating Expenses and Impositions shall not constitute a waiver of its right to require an increase in Facility Rent, or in any way impair the continuing obligations of RAC under this Section 4.4. In the event of any dispute as to any component of RAC's Proportionate Share of the Operating Expenses and Impositions due under this Section 4.4, RAC, an officer of RAC, or RAC's certified public accountant (but (i) in no event shall RAC hire or employ an accounting firm or any other person to audit the City as set forth under this Section 4.4 who is compensated or paid for such audit on a contingency basis, (ii) in the event RAC hires or employs an independent party to perform such audit, RAC shall provide the City with a copy of the engagement letter, and (iii) such accounting firm or other person enters into a confidentiality agreement reasonably acceptable to the City) shall have the right, after reasonable notice and at reasonable times, to inspect the City's accounting records at the City's designated accounting office only with respect to those items comprising part of Operating Expenses or Taxes hereunder. If, after such inspection, RAC still disputes such RAC's Proportionate Share of the Operating Expenses and Impositions, then, upon RAC's written request therefor, a certification (the "**Certification**") as to the proper amount of all Operating Expenses and Taxes and the amount due to or payable by RAC shall be made by an independent certified public accountant selected by the City; provided, however, that such certified public accountant shall not be the accountant who conducted the City's initial calculation of the Operating Expenses and Taxes to which RAC is now objecting. Such Certification shall be final and conclusive as to all parties. If the Certification reflects that RAC has overpaid RAC's Proportionate Share

of the Operating Expenses and Impositions for the period in question, then the City shall credit such excess to RAC's next payment(s) of RAC's Proportionate Share of the Operating Expenses and Impositions. Conversely, if RAC has underpaid RAC's Proportionate Share of the Operating Expenses and Impositions, RAC shall pay such underpayment to the City within ten (10) days following the City's written demand therefor. RAC agrees to pay the cost of such Certification and the investigation with respect thereto, and no adjustments in RAC's favor shall be made, unless it is determined that the City's original Annual Operating Expense and Tax Statement was in error in the City's favor by more than five percent (5%). RAC waives the right to dispute any matter relating to the calculation of RAC's Proportionate Share of the Operating Expenses and Impositions under this Section 4.4 if any claim or dispute is not asserted in writing to the City within sixty (60) days after delivery to RAC of the original Annual Operating Expense and Tax Statement with respect thereto. Notwithstanding anything herein to the contrary, RAC shall maintain strict confidentiality of all of the City's accounting records to which RAC is granted or otherwise provided access hereunder, and shall not disclose the same to any other person or entity except for RAC's professional advisory representatives (such as RAC's employees, accountants, advisors, attorneys, and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information.

(d) For purposes of determining Impositions hereunder, if under applicable law any Imposition may at the option of the taxpayer be paid in installments, the City may elect to pay such Imposition in installments as the same from time to time become due under applicable law, together with such interest as may accrue thereon as the result of such installment payment. Any Impositions (other than Impositions payable in installments as referred to herein or which are assessed against the leasehold estate) relating to a fiscal or taxing period of the public authority imposing the Imposition which falls partly within the Term and partly after the Expiration Date or earlier termination of this RAC Agreement, shall be considered as accruing from day to day during such fiscal or taxing period so that the amount thereof shall be adjusted and prorated between the City and RAC as of the Expiration Date or the earlier termination of this RAC Agreement. Commencing on a date no later than eighteen (18) months prior to the Expiration Date, RAC shall, at the election of the City, pay into an escrow, at an escrowee which the City selects, an amount sufficient to pay that portion of such Impositions which were not payable prior to the Expiration Date, (i) which accrued during the Term, (ii) which relate to fiscal or taxing periods falling entirely within the Term, or (iii) which relate to the leasehold estate (even if the fiscal period for which they are payable or assessed extends beyond the Term). The terms of said escrow shall be subject to review and approval by the City. Alternatively, RAC shall furnish the City a letter of credit or other security in amount and form acceptable to the City as security for payment of such Impositions. RAC shall have no liability for that portion of such Imposition (other than those payable in installments as referred to herein or which are assessed against the leasehold estate) which relates to the period after the Expiration Date. No proration shall be made of Impositions relating to RAC's leasehold estate (regardless of the fiscal period for which assessed or payable), all such Impositions being the sole responsibility of RAC. For purposes hereof, if any Imposition subject to deposit in escrow has not yet become due and payable or the rate or amount thereof has not become fixed at the Expiration Date, then the estimated amount of the Imposition for the purposes of calculating the aforementioned escrow deposit shall be based upon one hundred ten percent (110%) of the amount or rate of the same relevant Imposition for the immediately preceding fiscal or taxing period of the public authority.

(e) Notwithstanding anything herein to the contrary, the City shall have the right (but not the obligation), at any time and from time to time, to seek separate parcel identification numbers or tax identification numbers attributable to the Premises and or such other portion or portions of the Joint Use Facility as the City shall deem appropriate in order to provide for separate assessment and levy of Impositions with respect thereto. In such event, Impositions for the Premises or such portion or portions of the Joint Use Facility so separately assessed, as the case may be, shall be payable directly by RAC to the appropriate taxing authority as and when due (failing which the City shall have the right, but not the

obligation, to pay the same, in which event RAC shall reimburse the City for any and all amounts so paid within ten (10) days following the City's invoice therefor, and such sums shall be deemed additional Rent hereunder).

(f) The terms and provisions of this Section 4.4 shall survive the expiration or earlier termination of this RAC Agreement.

Section 4.5 - Minimum Annual Guarantee Fee; Concession Fee. In addition to the Base Rent and Facility Rent payable by RAC hereunder, RAC shall also pay the Minimum Annual Guarantee Fee and the Concession Fee as hereinafter provided:

(a) RAC shall pay to the City on the Rent Commencement Date and on the first day of each calendar month thereafter during the Term, in equal monthly installments in advance, without demand, setoff, reduction, or credit, an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee Fee applicable for the RAC Agreement Year in which such month falls. The "**Minimum Annual Guarantee Fee**" for the first RAC Agreement Year shall be _____ and No/100 Dollars ($_____). The Minimum Annual Guarantee Fee for each RAC Agreement Year thereafter shall be the greater of (i) _____ and No/100 Dollars ($_____), or (ii) eighty percent (80%) of the amount of the Concession Fee and the Minimum Annual Guarantee Fee, collectively, due to the City from RAC hereunder for the previous RAC Agreement Year. The Minimum Annual Guarantee Fee shall be adjusted ratably for any partial RAC Agreement Year (based upon the number of days in the year falling within the Term). If the Minimum Annual Guarantee Fee is not determined at the time a payment is required, then RAC shall continue to pay installments at the rate last payable until the actual amount is determined, at which time (i) RAC shall pay any excess Minimum Annual Guarantee Fee owed (but in no event later than ten (10) days after the City's request), or RAC shall be entitled to a credit against the next Minimum Annual Guarantee Fee owed in the amount of any excess paid, and (ii) the monthly installment shall be readjusted to be one-twelfth (1/12) of the actual Minimum Annual Guarantee Fee.

(b) With respect to each RAC Agreement Year, and in addition to the Minimum Annual Guarantee Fee payable hereunder, RAC shall pay to the City an amount (the "**Concession Fee**") equal to _____ percent (___%) of Gross Revenues for each RAC Agreement Year which are in excess of the Minimum Annual Guarantee Fee applicable to such RAC Agreement Year. On or before the twentieth (20^{th}) day of each calendar month during the Term (other than the month in which the Commencement Date falls), and on or before the 20th day of the calendar month immediately following the expiration or other termination of the License, RAC shall pay to the City the amount, if any, by which (i) the Concession Fee for the RAC Agreement Year in which such month falls attributable to Gross Revenues for the period from and after the commencement of such RAC Agreement Year through and including the last day of the calendar month immediately preceding the month during which said payment is required to be made exceeds, (ii) the sum of the installments of Minimum Annual Guarantee Fee paid for such period. An example of such payments is shown on *Exhibit B* attached hereto. If a RAC Agreement Year ends on a date other than the last day of a calendar month, and Gross Revenues are not calculated separately for that portion of the month falling in each RAC Agreement Year, then Gross Revenues for such calendar month shall be prorated and included in Gross Revenues for each of the RAC Agreement Years in which such calendar month falls based on the number of days in such month falling within the particular RAC Agreement Year. If the Annual Statement (as hereinafter defined) of Gross Revenues required pursuant to Subsection 4.13(c) hereof shows that the additional Concession Fee is owed, because the Concession Fee attributable to the RAC Agreement Year or partial RAC Agreement Year to which the statement of Gross Revenues applies exceeds the amount of all payments theretofore made by RAC to the City in respect of the Concession Fee for such RAC Agreement Year, or partial RAC Agreement Year, as the case may be, then RAC shall pay the balance of the Concession Fee owed

to the City concurrently with the submission of said Annual Statement. If the Annual Statement shows that RAC has overpaid the Concession Fee, then the City shall credit the amount of such overpayment against installments of the Concession Fee next coming due and payable hereunder until exhausted (provided, if this RAC Agreement has then expired or otherwise terminated, the City shall refund such overpayment within sixty (60) days following the City's receipt of such Annual Statement).

(c) RAC shall furnish to the City on or before the 20th day of each calendar month of each RAC Agreement Year a complete statement, certified by RAC, of the amount of Gross Revenues during the prior calendar month and the amount of the Minimum Annual Guarantee Fee paid by RAC for such month (the "**Monthly Statement**"); provided, however, with respect to the month in which the Commencement Date falls, RAC may furnish such report of Gross Revenues at the time its next Monthly Statement is due. RAC also agrees that it will furnish to the City no later than ninety (90) days after the end of each RAC Agreement Year, or partial RAC Agreement Year, as the case may be, and within ninety (90) days after the expiration or termination of this RAC Agreement, a complete statement of Gross Revenues certified by an independent certified public accountant hired by RAC, showing in all reasonable detail the amount of Gross Revenues for the preceding RAC Agreement Year, or partial RAC Agreement Year, as the case may be (the "**Annual Gross Revenue Statement**"). Said Annual Statement shall include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant which shall include the following language, or language of similar purport:

> "We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [name of RAC], for the year ended _____ relating to its operations at Chicago Midway International Airport pursuant to the Consolidated Rental Car Facility RAC Agreement dated between the City of Chicago and **[OPEN ITEM: Insert Name of Rental Car Company]**. Our examination was made in accordance with generally accepted auditing standards and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances. In our opinion, the accompanying statement showing Gross Revenues of $_____ dollars presents accurately and fairly the amount of Gross Revenues, as defined in the RAC Agreement, for the year ended _____."

All such Monthly Statements and Annual Statements shall be prepared on a form approved by the City and shall, among other things, provide a breakdown of the Gross Revenues by category of merchandise or type of service rendered and an analysis of all Concession Fee due and payable to the City with respect to the period in question. Such Monthly Statements and Annual Statements shall also be required from any and all sublicensees and other persons doing business in RAC's portion of the CRCF from time to time, if any. In the event RAC shall fail to timely furnish to the City any Monthly Statements and/or Annual Statements required under this RAC Agreement, or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the City shall have the right (but shall not be obligated) without notice, to conduct an audit of RAC's books and records and to prepare such Monthly Statements and/or Annual Statements at RAC's expense. Moreover, in the event RAC fails to timely furnish any such Monthly Statements and/or Annual Statements or fails to make available its books and records, the City shall have the right to estimate the Gross Revenues.

(d) RAC shall prepare and maintain at an office in Chicago, Illinois (except as otherwise provided below) full, complete, and proper books, records, and accounts in accordance with generally accepted accounting principles, of the Gross Revenues, both for cash and on credit, made at the Airport (segregated from other locations), and of the operations of any sub-licensee, and shall require and

cause all such parties to prepare and keep books, source documents, records, and accounts sufficient to substantiate those kept by RAC.

(i) The books and source documents to be kept by RAC shall include, without limitation, true copies of all Federal and State tax returns and reports (but only if requested by the City), as well as local tax returns and reports of the City of Chicago and any other local governmental entity or agency with jurisdiction and/or taxing authority over the Airport and/or the CRCF, as applicable (provided, such returns and reports shall only be required if deemed necessary by the City's auditor(s) from time to time and, if so required, the City agrees not to make or retain any copies of such returns and reports and to otherwise maintain the confidentiality of such returns and reports to the extent not prohibited by applicable law, and provided, further, that if RAC does not customarily prepare and maintain separate tax returns solely in connection with RAC's operations at the Airport, RAC shall not be required to so prepare such separate tax returns solely in connection herewith, but shall instead be permitted to submit RAC's customary consolidated tax returns hereunder), copies of rental agreements, and daily receipts from all transactions conducted at the Airport by RAC, detailed original records of any exclusions or deductions from Gross Revenues, sales tax records, and such other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of RAC's revenues. RAC shall, or shall cause each sub-licensee to, record at the time of each transaction, all receipts from such sale or other transaction, whether for cash, credit, or otherwise. RAC shall cause to be installed at the Airport, and shall at all times use, such cash registers, invoicing machines, sales slips, and other accounting equipment and devices and forms as are reasonably necessary to record properly, accurately, and completely all transactions involving Gross Revenues. Said books, records, and accounts, including any sales tax reports that RAC or any sub-licensee may be required to furnish to any government or governmental agency, shall be retained and at all reasonable times be open to the inspection (including the making of copies or extracts) of the City, the City's auditor or other authorized representative or agent for a period of at least three (3) years after the expiration of each RAC Agreement Year.

(ii) The acceptance by the City of payments of Concession Fee shall be without prejudice to the City's right to an examination of the RAC's and books and records of Gross Revenues within the 3-year period specified above in order to verify the amount of Gross Revenues.

(iii) After providing RAC at least ten (10) days' prior notice, the City may inspect the books and records of RAC and any sub-licensee or require RAC to furnish the City copies or extracts of such books and records. Further, at its option, the City may at any reasonable time, upon not less than ten (10) days' prior written notice to RAC, cause a complete audit to be made of RAC's or any sub-licensees' entire records relating to the Airport and/or the CRCF for the period covered by any statement issued by RAC as above set forth. If such audit shall disclose that RAC's Monthly Statement and/or Annual Statement is understated to the extent of two percent (2%) or more, RAC shall promptly pay to the City the cost of said audit in addition to the deficiency (and interest thereon at the Default Rate), which deficiency shall be payable in any event. In addition to the foregoing, and in addition to all other remedies available to the City, if RAC or the City's auditor shall schedule a date for an audit of RAC's records and RAC shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, RAC shall pay all reasonable costs and expenses associated with the scheduled audit. Any deficiencies or overpayments hereunder shall be subject to payment or credit, as the case may be, in accordance with Subsection 4.13(b) hereof.

(iv) If books, records, and accounts required to be kept by RAC are maintained outside Chicago, Illinois, RAC shall produce such books, records, and accounts at a location in Chicago, Illinois for the City's inspection or audit when required or pay all reasonable costs and expense of the City and its representatives to inspect or audit books, records, and accounts at the location outside, Chicago, Illinois, including, without limitation, additional professional fees and expenses, and reasonable travel and photocopying charges.

(e) The City may, in its sole discretion, and if RAC so requests, consent to RAC's transmission of its Monthly Statement (but not its Annual Statement) electronically, and to maintain its books and records in computerized form, provided that it is convenient and possible and that:

(i) As to reports of Gross Revenues, (A) Monthly Statements are transmitted by disc or modem transmission to the City's data center, in either case in a manner compatible with the City's computer system and approved in writing by the City, and (B) print copies of such Monthly Statements are furnished to the City within thirty (30) days after request (which request may be made at any time within one (1) year after the electronic reports are furnished by RAC to the City); and

(ii) As to books and records, (A) RAC's computerized books and records provide the same level of information as the print books and records described above, are retained for the full record retention period provided for herein, and are made accessible for the City's inspection on request, and (B) print copies of any of such books and records are made available to the City's agents who are engaged in inspecting RAC's books and records, as provided herein, promptly upon request.

Consent by the City to either electronic transmission of Monthly Statements or computerized record keeping, once given, may be revoked by the City on prior written notice to RAC if RAC fails to comply with the foregoing requirements.

(f) RAC shall not intentionally divert Motor Vehicle rentals to other locations to avoid inclusion in Gross Revenues. Intentional diversion shall include, without limitation, RAC advising, directing, or otherwise suggesting to a customer or prospective customer arriving at the Airport that such customer or prospective customer rent an Motor Vehicle at any off-Airport location, whether from RAC or some other rental car provider, regardless of the basis or reason for such advice, direction, or suggestion. All such intentionally diverted revenues shall be included in Gross Revenues.

(g) The City agrees to deliver, without representation or warranty whatsoever, to RAC on a monthly or other basis statements of Gross Revenues for other licensees comprising RAC and operating from the CRCF to the extent such information is in the possession of the City and is available for such dissemination. RAC hereby waives any right it may have to confidentiality as to its Gross Revenues under this RAC Agreement or any Operating Agreement.

Section 4.6 - Concession Recovery Fee. RAC acknowledges that Concession Fee payments by RAC to the City under this RAC Agreement are for RAC's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the City upon RAC's customers. The City does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements (such separate charge being referred to herein as the "**Concession Recovery Fee**"), provided that such Concession Recovery Fee meets all of the following conditions: (a) such Concession Recovery Fee is permitted by the Laws of the State of Illinois and all other applicable Laws, including, without limitation, Federal Trade Commission requirements, as such Laws exist as of the Commencement Date of this RAC Agreement, or as such Laws may hereafter be amended, as well as any

commitment to or contractual obligation by RAC with the Attorney General of the State of Illinois or any group of State Attorneys General; (b) such Concession Recovery Fee shall be titled "Concession Recovery Fee", "Concession Recoupment Fee", or such other name as is first approved by the City in writing; (c) the Concession Recovery Fee must be shown on the customer rental car agreement and invoiced with other RAC charges (i.e. "above the tax line"); (d) the Concession Recovery Fee as stated on the invoice and charged to the customer shall be no more than _____ percent (_____%) of Gross Revenues (and specifically included in Gross Revenues for purposes of this calculation the Concession Recovery Fee); (e) RAC shall neither identify, treat, or refer to the Concession Recovery Fee as a tax or levy, nor state or imply that the City is requiring the pass-through or collection of such Concession Recovery Fee; and (f) RAC shall not pass through, unbundle, or list any fees (other than a Concession Recovery Fee, vehicle license fee payable to the City and/or the State of Illinois, and CFC) as a separate item on its customer invoices, except with the City's prior written approval in each instance.

Section 4.7 - CFC Collections. The City adopted the CFC Ordinance imposing a CFC on rental car customers at the Airport. The CFC Ordinance and the Bond Ordinance may be amended as needed and approved from time to time by the City Council of the City (provided, no such amendment shall increase the CFC amount to a level materially greater than the level reasonably estimated by the City to be necessary to fully pay for Eligible Costs hereunder from time to time). RAC's obligations with respect to CFCs hereunder shall be in addition to, and not in substitution for, RAC's obligations for Base Rent, Facility Rent, the Minimum Annual Guarantee Fee, and Concession Fee, and other charges.

(a) RAC shall be required to collect the CFC in accordance with the terms and provisions of the CFC Ordinance, the Bond Indenture, and this RAC Agreement. RAC shall promptly remit to Trustee (or, if so directed by the City in writing, to the City) the CFCs required to be charged, and at the times required, under the CFC Ordinance, the Bond Indenture, and this RAC Agreement, as the case may be (regardless of whether such amounts are actually collected), and shall provide written confirmation thereof to the City. A true and correct copy of the CFC Ordinance, as such CFC Ordinance exists as of the date hereof, is attached as *Exhibit H* hereto and made a part hereof. The amount of the CFC will be established by the Commissioner from time to time on a "per Contract Day" basis in an amount Prior to the commencement of each Fiscal Year as long as any Bond is Outstanding, taking into account, among other things, the projected aggregate Debt Service for the current or ensuing RAC Agreement Year hereunder, amounts necessary to fund the other accounts provided for in the Bond Indenture, shortfalls in CFC revenue that may have occurred in the then-current RAC Agreement Year hereunder, projections of the level of demand for Motor Vehicle rental services at the Airport in the ensuing RAC Agreement Year hereunder, and such other factors (including Eligible Cost determinations) as the City may determine in its sole discretion. Notwithstanding the foregoing, the City may make an unscheduled adjustment to the level of the CFC in any RAC Agreement Year hereunder in the event that the City determines, in its sole discretion, that there has been a material change in any of the assumptions utilized in the City's prior calculation of the CFC, and that such change should not (or cannot) be addressed solely through withdrawals from the CFC Stabilization Fund or the imposition of Facility Rent as provided herein.

(b) On or before the twentieth (20th) day of each calendar month during the Term (provided, however, with respect to the month in which the Commencement Date falls, RAC may furnish such report at the time its next monthly report is due), and on or before the twentieth (20th) day of the calendar month immediately following the expiration or other termination of this RAC Agreement, RAC shall submit to the City, in form and substance approved by and acceptable to the Commissioner from time to time, a written report (the "**CFC Report**") specifying for the prior calendar month (i) the total number of Contracts entered into by RAC with Airport Customers, (ii) the total number of Contract Days thereunder, and (iii) and the total amount of CFCs payable by RAC in connection with such Contracts. RAC shall remit to Trustee (or, if so directed by the City in writing, to the City) concurrently with such

CFC Report the total amount of CFCs due and payable for such calendar month. Any such CFCs which are not paid on such date shall bear interest at the Default Rate from the date due until paid. In the event RAC shall fail to timely furnish to the City any CFC Report required under this Section 4.7, the City shall have the right (but shall not be obligated) without notice, to conduct an audit of RAC's books and records (which books and records shall be prepared and maintained in accordance with, and shall include all of the information required under, Subsections 4.5(c) and 4.5(d) hereof) and to prepare such reports at RAC's expense. Moreover, in the event that RAC fails to timely furnish any such CFC Report or fails to make available its books and records, the City shall have the right to estimate the CFCs due and payable hereunder. The City shall furnish to RAC from time to time on a monthly basis a report showing, in the aggregate, the total number of Contract Days and the total amount of CFCs payable in connection with such Contract Days hereunder.

(c) The audit rights set forth in Subsection 4.5(d) of this RAC Agreement shall apply and shall be available to the City with respect to the CFCs and collections thereof hereunder; provided, (i) if any such audit with respect to CFCs shall disclose that RAC's CFC Report(s) understated CFC collections to the extent of two percent (2%) or more, RAC shall promptly pay to the City the cost of said audit in addition to the deficiency (together with interest on such deficiency at the Default Rate from the date due until paid), which deficiency shall be payable in any event, or (ii) if any such audit with respect to CFCs and collections thereof shall disclose that RAC's CFC report(s) understated CFC collections by less than two percent (2%), RAC shall promptly pay to the City one-half (½) the cost of said audit in addition to the deficiency (together with interest on such deficiency at the Default Rate from the date due until paid), which deficiency shall be payable in any event. If the City requires or performs more than one (1) audit during any RAC Agreement Year during the Term hereof, the cost of any audit during such RAC Agreement Year following the initial audit for such RAC Agreement Year shall be paid by the City (except to the extent that the initial or prior audit for such RAC Agreement Year revealed a deficiency of two percent (2%) or more, in which case the aforementioned provisions shall apply).

(d) The Commissioner is authorized to mandate the manner in which RAC identifies the CFC on Contracts from time to time, and RAC shall so identify the CFC within thirty (30) days following notification thereof from the Commissioner. RAC shall charge each Airport Customer the total amount of the CFC due under the Airport Customer's Contract at the time the final number of Contract Days is determined thereunder, and shall remit such total amount of CFCs to Trustee (or, if so directed by the City in writing, to the City), pursuant to the terms and provisions of this RAC Agreement (and any failure of RAC to so charge or collect such CFCs shall not relieve RAC for its responsibility to remit the full amount of such CFCs to Trustee (or, if so directed by the City in writing, to the City) hereunder).

(e) RAC shall not intentionally divert Motor Vehicle rentals to other locations to avoid the imposition or collection of CFCs. Intentional diversion shall include, without limitation, RAC advising, directing, or otherwise suggesting to a customer or prospective customer arriving at the Airport that such customer or prospective customer rent a Motor Vehicle at any off-Airport location, whether from RAC or some other rental car provider, regardless of the basis or reason for such advice, direction, or suggestion. All CFCs which would otherwise have been imposed upon and collected from such intentionally diverted rentals may, at the option of the City, be charged to and due and payable by RAC as additional CFCs hereunder.

(f) RAC covenants and agrees that RAC will not be entitled to any rights to offset or other reduction in the requirements herein and shall be required to remit to Trustee (or, if so directed by the City in writing, to the City) all CFCs imposed and payable regardless of any amounts that may be owed or due to RAC by the City. Any and all CFCs collected by RAC prior to remittance to Trustee or the City, as the case may be, shall be subject at all times to a first lien for the repayment of the Bonds and the TIFIA Loan. In no event shall RAC grant to any third party (other than the City) any liens or

encumbrances on CFCs, and any and all liens or encumbrances on CFCs so granted by RAC to any third party, or otherwise purported to be obtained by any third party, shall be null, void, and of no force or effect. In no event shall any CFCs collected by RAC constitute, or be deemed to constitute, income, revenue, or any other asset of RAC, it being acknowledged, understood, and agreed that (i) RAC shall have no legal or equitable ownership or property interest in or to the CFCs, and (ii) RAC has waived, and hereby waives, any and all claims to a possessory or legal or equitable ownership interest in or to the CFCs. Prior to remittance to Trustee or the City, as the case may be, CFCs shall be held by RAC as funds in trust for the benefit of Trustee and the City, as the case may be, and Trustee and the City, as the case may be, shall have full and complete possessory and legal and equitable ownership rights in and to the CFCs. RAC shall not be entitled to any compensation for collection and remittance of the CFCs, but RAC may retain any interest earned on the CFCs between the time of collection and remittance to Trustee (or, if so directed by the City in writing, to the City).

Section 4.8 - Airport Commercial Charges. In addition to the Rent and any other charges provided elsewhere in this RAC Agreement, RAC agrees to pay, or to cause its contractors, operators, and/or agents to pay, all commercial and other charges incurred by RAC in the use of the Airport or its facilities and at the rates prescribed therefor by the City, including, without limitation, any and all applicable driveway, curb cut, license, and similar fees and charges; provided, such rates and charges shall be uniformly applied by the City on other similarly situated parties operating at the Airport from time to time.

Section 4.9 - Personal Property Taxes. RAC shall pay all taxes, assessments, license fees, license taxes, business license fees, commercial rental taxes, levies, charges, improvement bonds, taxes, water and sewer rents and charges, utilities and communications taxes and charges, and similar or dissimilar impositions imposed by any authority having the direct power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, drainage, or other improvement or special assessment district thereof, or any other governmental charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of RAC in or to, or otherwise relating to, RAC's leasehold interest hereunder, or against the trade fixtures, equipment, installations, improvements, inventory, and personal property of RAC from time to time on or before the same shall become delinquent, and the City shall have no liability or responsibility in connection therewith. RAC may in good faith and with due diligence contest the amount or validity of Impositions by appropriate legal proceedings, so long as such Impositions are paid when due and there is no risk of sale or forfeiture of the Premises or any improvements thereon or any interest therein to satisfy such Imposition. RAC shall furnish the City, within ten (10) days after the date when any Imposition would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to the City, evidencing the payment of the Impositions.

Section 4.10 - Utilities. As part of the CRCF Project to be constructed hereunder by or at the direction of the City, the City shall cause utility lines and connections to be brought to the Premises. RAC shall thereafter be responsible for connecting, at its sole cost and expense, the Premises to the available utility lines and connections and to obtain from the applicable utility service providers utilities for all required services; provided, however, RAC may not enter into any agreement with any other municipality or local government to provide utility services without notice to, and approval by, the City of the conditions for furnishing such utility service. RAC shall promptly pay for all utility services directly to the appropriate utility companies. The City has no responsibility to furnish RAC with any utilities and makes no representations or warranties as to the availability of utilities, except as expressly provided to the contrary herein. The City shall, however, supply water, gas, electricity, and sewer service to the common areas of the CRCF (subject to inclusion of the costs thereof as part of Operating Expenses hereunder). The City does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, Government action, repairs, renewals,

improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies, or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of RAC's use and possession of the Premises or any part thereof, or render the City liable to RAC for damages, or relieve RAC from the performance of RAC's obligations under this RAC Agreement.

Section 4.11 - Other Charges. RAC covenants and agrees that the Rent specified in this Article 4 shall be absolutely net to the City, except as expressly provided in this RAC Agreement, to the end that this RAC Agreement shall yield net to the City the entire Rent, and so that all costs, fees, interest, charges, maintenance and operating expenses, utility charges, water rates, electricity charges, gas charges, and Impositions (as hereinafter defined) levied, assessed upon, or related to the Premises, or any part thereof, or the use or occupancy thereof, or upon any buildings or improvements at any time situated thereon, or levied or assessed upon the leasehold interest created hereby, during the Term, shall be deemed additional rent due and payable by RAC hereunder.

Section 4.12 - Interest on Overdue Amounts. Rent and any additional rent or other charges not paid when due shall bear interest at the Default Rate from the due date until paid; provided, however, that interest on overdue Taxes or insurance premiums or other additional rent not payable to the City shall not accrue unless and until the City has expended such amounts following RAC's failure to pay them.

Section 4.13 - Reimbursement of Eligible Costs.

(a) Subject to the terms and provisions hereof, Eligible Costs incurred by RAC will be reimbursed by the City upon submission of properly completed invoices from RAC. RAC shall submit invoices in a format acceptable to the Commissioner. The City retains the right to reject payment of any invoice, or portion thereof, that contains unauthorized, improper, or insufficiently documented costs and/or charges, including costs and/or charges that require prior written approval from the Commissioner in order to be deemed Eligible Costs where such approval was not first obtained. The City will process invoices within thirty (30) days after receipt thereof, and will also instruct such parties as may be necessary to remit payment to RAC within sixty (60) days after receipt of a properly completed invoice.

(b) To the extent that Eligible Costs include reimbursement for travel expenses incurred by RAC or its Contractors with respect to the CRCF, such reimbursement will be limited to those amounts established in the then-current "City of Chicago Travel Guidelines".

Section 4.14 - Liability for Rent and Other Obligations. The obligations of RAC for Rent (including specifically, and without limitation, Facility Rent hereunder) and any other sums due and payable by RAC hereunder, together with the obligations of the other RACs operating and occupying a portion or portions of the CRCF from time to time pursuant to valid RAC Agreements for their respective rental obligations thereunder (including specifically, and without limitation, Facility Rent thereunder), shall be joint and several by and among RAC and such other RACs. Such liability may be allocated among RAC and such other RACs in the Operating Agreement in such manner as RAC and such other RACs deem appropriate from time to time. In the event that RAC defaults under this RAC Agreement, or in the event that any other RAC defaults under its respective RAC Agreement during the Term of this RAC Agreement, including, without limitation, any failure to pay the full aggregate amount of Facility Rent due hereunder and thereunder, then RAC and/or the remaining RACs shall be and remain liable for any and all Rent and other sums payable hereunder or thereunder, including, without limitation, Rent payable on that portion of the CRCF allocated to the defaulting RAC or RAC, as the case may be, as well as the performance of all other obligations and duties of the defaulting RAC or RAC, as the case may be, hereunder or thereunder, but the City agrees to accept payment of any such Rent, or the performance of any such obligations, based on such allocation as may be provided in the Operating Agreement as long as

the full amount of such Rent is timely paid to the City hereunder and thereunder (or the obligation is otherwise performed to completion under this RAC Agreement or such other RAC Agreement, as the case may be, in accordance with the terms and provisions hereof or thereof). The payment of such Rent by RAC and/or the remaining RACs shall not relieve the defaulting RAC and/or RAC, as the case may be, of any of its obligations to the City, whether arising under this RAC Agreement or such other RAC Agreement, as the case may be, or to RAC, and in the event that the City thereafter actually receives all or any portion of such unpaid Rent from the defaulting RAC and/or RAC, as the case may be, which RAC and/or any remaining RACs have theretofore paid to the City hereunder, the City shall, as soon as reasonably practicable thereafter, provide RAC with a credit against RAC's obligations for Base Rent (but specifically excluding Facility Rent) next coming due and payable hereunder in an amount equal to such portion of the unpaid Rent so received by the City hereunder to the extent paid by RAC. The Operating Agreement shall expressly provide for and authorize the proportional liability and the other obligations set forth hereunder.

ARTICLE 5
CONSTRUCTION, MAINTENANCE AND REPAIR

Section 5.1 - CRCF Project.

(a) The City shall, with reasonable diligence and at its own cost and expense (except as expressly provided to the contrary herein and subject to the City's receipt of funds attributable to the Bonds), and as soon as reasonably practicable following the Effective Date, commence the construction upon the Joint Use Facility Property of the CRCF Project, which CRCF Project shall be more specifically described and depicted in, and shall be constructed by the City in substantial accordance with, those certain plans and specifications as are more specifically described and referenced on *Exhibit C* attached hereto and made a part hereof (the "**CRCF Plans**"). The CRCF Project shall include, if applicable and to the extent reflected on the CRCF Plans, (i) any and all USTs to be installed as part of the initial construction of the CRCF, and title to such USTs shall immediately pass to RAC upon Substantial Completion thereof, subject to Section 3.3 hereof, and (ii) any and all on-site and off-site preparation and improvements necessary or desirable in connection with the CRCF Project, including, without limitation, earthwork, roadwork, off-site transportation-related improvements, wetland mitigation, the extension of utilities, storm water drainage, and water retention or detention for the CRCF Property. The City shall thereafter diligently pursue completion of the CRCF Project, subject to Force Majeure Delays and delays attributable to the acts or omissions of RAC. The City shall not be liable for any delays in the completion of the CRCF Project.

(b) The City does not warrant the accuracy of any of the information provided by third parties as part of the CRCF Plans or the CRCF Project and shall have no liability arising out of any inaccurate information provided by third parties as part thereof; provided, to the extent that the City has actual knowledge of any such inaccurate information, the City shall so advise RAC and such third parties and shall direct such third parties to correct such inaccurate information. The City's approval of the CRCF Plans and/or the City's construction of the CRCF Project shall not impose upon the City or its officials, officers, employees, or agents any liability or obligation with respect to the design or construction of the CRCF Project, or the compliance of the CRCF Project with any applicable Laws; provided: (i) except to the extent arising from any acts or omissions of RAC, any RAC, or any of their respective members, officers, employees, agents, contractors, or representatives, and subject to the availability of adequate CFC Collections therefor, the City shall be responsible for correcting any latent defects in, or any non-compliance with applicable Laws resulting from, the initial design or construction of the foundation, roof, structural components, or exterior walls of the CRCF for a period equal to the greater of (A) one (1) year following CRCF Substantial Completion, or (B) the period of any third party warranty applicable to such portion of the CRCF; (ii) with respect to any other matters, the City shall

reasonably cooperate with RAC (at no cost or expense to the City) with respect to any action, claim, or proceeding RAC may elect to bring against the architect, engineer, general contractor(s), or any subcontractor(s) in connection with the design or construction of the CRCF Project, or any portion thereof; (iii) subject to the City's obligations under clause (i) above, the City shall assign to RAC, or otherwise make available to RAC the benefit of, any and all warranties and guarantees received by the City, together with other rights and remedies of the City, if any, in connection with the design and construction of the CRCF Project, or any portion thereof; and (iv) upon the written request of RAC, but subject to the City's obligations under clause (i) above, the City shall commence and pursue on behalf of RAC (and at RAC's sole cost and expense) any action, claim, or proceeding reasonably necessary to enforce the rights of RAC and/or the City hereunder as against the architect, engineer, general contractor(s), or any subcontractor(s) in connection with the design or construction of the CRCF Project, or any warranties, guarantees, or other claims relating thereto. Without limitation of the City's obligations under clause (i) above, but subject to the provisions thereof, the City shall be responsible for correcting, or causing to be corrected, any latent defects to the extent attributable to the initial design or construction of the CRCF Project for a period equal to the greater of (A) one (1) year following CRCF Substantial Completion, or (B) the period of any third party warranty applicable to the CRCF, and the City shall assign to RAC, or otherwise make available to RAC the benefit of, any and all warranties and guarantees received by the City, together with other rights and remedies of the City, if any, in connection with any such latent defects in the initial design or construction of the CRCF Project.

(c) The City shall (i) authorize RAC to access the CRCF for the purpose of commencing construction of their respective RAC Improvements therein at such time as the CRCF Project is sufficiently completed such that RAC is reasonably able to so commence construction of its respective RAC Improvements hereunder (such date being referred to herein as the "**RAC Access Date**"), (ii) endeavor to notify RAC in writing at least sixty (60) days prior to the RAC Access Date, and (iii) notify RAC in writing promptly upon CRCF Substantial Completion. For purposes of the CRCF Project, "**CRCF Substantial Completion**" shall be deemed to occur at such time as the CRCF Project has been sufficiently completed, other than minor punch list items or items which will not materially and adversely affect the use or occupancy of the CRCF, such that RAC is reasonably and lawfully able to take possession of the Premises. Within ten (10) business days after the City notifies RAC in writing that CRCF Substantial Completion has occurred, the City and RAC shall conduct a joint inspection of the Premises and shall agree upon a written list of the "Punch List" items identifying touch-up work, minor repairs, and incomplete items necessary to complete the Premises in substantial accordance with the CRCF Plans. As soon thereafter as reasonably practicable, the City shall promptly commence work on the "Punch List" items and shall diligently pursue such work to completion, subject to Force Majeure Delay and delays attributable to RAC, any of the other RACs, or any of their respective officers, agents, employees, agents, contractors, guests, invitees, or licensees. In the event that RAC fails to participate in a joint inspection of the Premises within the aforementioned 10-business day period, RAC shall be deemed to have accepted the CRCF Project as completed in accordance with the CRCF Plans. In addition, promptly following the date on which the City notifies RAC in writing that CRCF Substantial Completion has occurred, the City and RAC shall execute the Confirmation in substantially the form attached as *Exhibit J* hereto and made a part hereof.

(d) Except for the CRCF Project as specified herein, the City shall not be required to perform any work or construct any improvements, furnish any services or facilities, perform any maintenance, or make any repairs or alterations or environmental remediation or clean-up in or to the Premises throughout the Term hereof.

(e) EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THIS SECTION 5 OR IN SECTION 2.6 OF THIS RAC AGREEMENT, AND SUBJECT TO THE CITY'S OBLIGATION TO CONSTRUCT THE CRCF PROJECT IN ACCORDANCE WITH THE CRCF

PLANS, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR RAC'S PURPOSES OR NEEDS.

Section 5.2 - Americans With Disabilities Act. RAC shall cause any RAC Improvements constructed by or at the direction of RAC to comply with Title III of the provisions of the Americans with Disabilities Act of 1990, as hereafter amended from time to time, and regulations promulgated thereunder, whether or not such obligation is also imposed upon the owner of the Premises, and the other provisions of Subsection 6.1(g) of this RAC Agreement. Such modifications and improvements shall be made pursuant to the provisions of Section 5.3 hereof.

Section 5.3 - Construction of RAC Improvements. RAC covenants and agrees and it is an express condition of this RAC Agreement that RAC shall, with due diligence and at RAC's sole cost and expense (except as expressly provided to the contrary herein and except for such cost allocations by and among the RACs as may be agreed to by such parties), commence the construction within the Premises of the improvements described herein (collectively, the "**RAC Improvements**"), all in accordance with this Section 5.3, Section 5.7 hereof, and other terms and provisions of this RAC Agreement. The RAC Improvements shall consist of, without limitation, (i) kiosks, interior traffic control devices, security systems, RAC communications and display devices, (ii) interior proprietary signage, office furniture, communications systems, and other equipment in the customer service center portion of the Premises, (iii) interior proprietary signage and office furniture at the QTA, and (iv) proprietary identification of parking spaces within the overflow parking lot, and are more specifically described and delineated in the CRCF Plans.

(a) RAC may not commence construction of the RAC Improvements in the Premises without the City's prior written approval of the plans and specifications relating thereto (the "**RAC Improvement Plans**"), which approval shall not be unreasonably withheld, conditioned, or delayed, and receipt of all necessary City, County, and other governmental approvals, licenses, and permits in connection therewith.

(b) Following approval of its RAC Improvement Plans hereunder, and subject to compliance with the other terms and provisions hereof, RAC shall notify the City in advance of the date RAC will commence construction of its RAC Improvements in the Premises and its proposed construction schedule with respect thereto.

(c) Prior to commencement of construction (and to the extent required), RAC will procure the approval of the final RAC Improvement Plans by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the Premises, including, without limitation, the District Airport Engineer of the FAA. The City will cooperate with RAC in procuring such approval, provided that the City shall have given its prior approval to such final RAC Improvement Plans.

(d) Neither the approval by the City of the RAC Improvement Plans, nor any other action taken by the City with respect thereto under the provisions of this RAC Agreement, shall constitute an opinion or representation by the City as to the sufficiency of said RAC Improvement Plans, or such design standards as the City shall have in effect from time to time, compliance with any Laws, or ability of RAC to receive any permits from any department or agency of the City or other jurisdictions, nor impose any present or future liability or responsibility upon the City. Approval shall not constitute approval of the City or its departments or agencies for any construction, extension, or renovation of any public utilities or public ways which may be necessary to service the Premises. In any case where more

than one standard, code, regulation, or requirement applies to construction or the RAC Improvement Plans, the strictest shall control.

(e) Prior to the execution of any contracts for construction, engineering, or architectural services, RAC shall furnish to the City the names of the person or entity whom RAC desires to employ and the proposed form of contract. The City shall have the right to approve the architect, engineer, and contractor, including any proposed contract for their services, which approval shall not be unreasonably withheld or delayed. Such architect, engineer, and contractor shall be licensed in the discipline being contracted for, experienced in design and construction of improvements comparable to those for which its services are being required by RAC, and airport-related work, not be listed on any local, state, or federal non-responsible bidders' list, and not be debarred under any state or federal statute, regulation, or proceeding. In addition, all such contracts shall include the matters required by Section 6.3 hereof and other provisions of this RAC Agreement and shall include such other terms as may be reasonably requested by the City regarding construction practices at the Airport. Upon their execution, and prior to commencement of construction, RAC shall deliver to the City copies of its contracts with the design architect and engineer and the general contractor. RAC shall simultaneously deliver to the City collateral assignments of said contracts, together with instruments executed by the architect, engineer, and by the general contractor under which each consents to the aforesaid assignment and agrees to continue to supply the same services to the City or the City's designee provided by their respective contracts with RAC, in the event that (i) RAC fails to comply with any such requirements, and (ii) the City gives the architect, engineer, or the general contractor, or any of them, written notice within sixty (60) days after the occurrence of such failure, and (iii) at the time of the City's notice of such failure, the City or the City's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts; provided that the City shall not be liable for or obligated to cure prior defaults of RAC.

(f) RAC shall also deliver to and for the benefit of the City, no later than thirty (30) days prior to commencement of construction of RAC Improvements, dual performance and payment bonds. Performance and payment bond or bonds are required by the City and shall comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Code. The surety bond or sureties issuing the bond must be acceptable to the City Comptroller and must be in the form provided by the City. The surety for the bond shall be on the U.S. Treasury list of acceptable sureties with underwriting capacity equal or better than the contract value and have a Best's Key Rating Guide of "B+", Class "XI" or greater, or the equivalent. The bond shall name the City as co-obligee.

(g) At least thirty (30) days prior to the commencement of any construction on the Premises, RAC shall deliver to the City a detailed budget for such RAC Improvements itemizing all estimated costs of construction, and indicating all sources (including loans and equity) of funds to pay the aforesaid construction costs, and demonstrate to the reasonable satisfaction of the City that it has sufficient funds to complete the construction of any and all improvements to be constructed, and that said funds will be disbursed in a manner so as to provide reasonable assurances against the foreclosure of any mechanic or materialman's lien against the Premises or RAC's leasehold estate. If RAC finances construction with a loan, no provision of any loan instruments or documents may conflict with the terms of this RAC Agreement or require the City to amend this RAC Agreement.

(h) Once commenced, RAC shall diligently prosecute construction, and RAC shall substantially complete the RAC Improvements within the time required by this RAC Agreement. For purposes of the RAC Improvements, "**RAC Improvement Substantial Completion**" shall mean the completion, in accordance with the RAC Improvement Plans and applicable Laws, of all RAC Improvements, other than minor punch list items, and shall include issuance of a certificate of substantial completion by the architect and engineer in a customary form reasonably required by the City. If any

work does not comply with the provisions of this RAC Agreement, the City may, by notice to RAC require that RAC stop the work and take steps necessary to cause corrections to be made.

(i) RAC shall pay all costs of the construction incurred by RAC when due, and shall require all contractors to deliver sworn statements of persons furnishing materials and labor before any payment is made and waivers of lien for all work for which payment is made, in order to prevent attachment of mechanic's liens or other liens by reason of work, labor, services, or materials furnished with respect to the Premises.

(j) During the course of construction, RAC, at its sole expense, will carry or cause to be carried, the insurance required to be carried pursuant to Article 7.

(k) During the course of the construction, the City, and its architects, engineers, agents, and employees on behalf of the Department of Aviation with responsibilities relating to the Premises may enter upon and inspect the Premises for the purpose of verifying that the RAC Improvements are proceeding in accordance with the requirements of this Lease. With respect to any such entry and inspection on behalf of the Department of Aviation, persons requiring entry shall present proper identification to RAC. No right of review or inspection shall make the City responsible for work not completed in accordance with the Plans or applicable Laws. RAC shall keep at the Premises all RAC Improvement Plans, shop drawings, and specifications relating to such construction, which the City may examine at all reasonable times and, if required by the City, RAC shall also furnish the City with copies thereof.

(l) Without limiting any other requirements of the FAA, the City shall install such general obstruction or warning lights on the exterior of the Premises (collectively, the "**Exterior Lights**") as may then be required to conform to FAA standards or to conform to standards prescribed by the City and any other governmental agency having jurisdiction over the Premises as of the date of CRCF Substantial Completion. The City shall thereafter be responsible for maintaining, operating, repairing, and replacing any such Exterior Lights during the Term hereof, and shall be further responsible for installing any additional or replacement obstruction or warning lights on the exterior of the Premises as may thereafter be required to conform to FAA standards or to conform to standards prescribed by the City and any other governmental agency having jurisdiction over the Premises which are first enacted or which first become effective after the date of CRCF Substantial Completion, except to the extent that any of the same would constitute a capital repair or replacement pursuant to Subsection 5.4(b) hereof, and subject in each case to inclusion of the costs thereof as part of Operating Expenses hereunder from time to time.

(m) Any work performed at the direction of RAC or any RAC, even though performed by Contractors, shall be the responsibility of RAC or the RAC directing such work. During any construction by RAC or any other RAC, RAC or such other RAC, as the case may be, shall be solely responsible for the support, maintenance, safety, and protection of the facilities of the City resulting from such construction activities, and for the safety and protection of all persons or employees and of all property therein. All work shall be performed in accordance with (and all RAC Improvements, when completed, shall comply with) the RAC Improvement Plans and other documents submitted to and approved by the City, with such design standards as the City shall have in effect from time to time, Airport and construction conditions in effect at the time of construction, and any other applicable federal, state, or local Laws, and with the project requirements set forth in Article 6 and Article 8 hereof. RAC shall also comply with the additional legal requirements set forth in *Exhibit D* attached hereto. In the case of any conflict between the terms of *Exhibit D* attached hereto and the terms of this Section 5.3, the stricter provisions shall control. Once work is completed, RAC shall furnish "as built" plans and specifications to the City.

Section 5.4 - Maintenance and Repair.

(a) RAC shall, at all times during the Term hereof, at its sole cost and expense, operate and keep the interior and the exterior of the Premises (and, together with the RAC Consortium, the QTA) in good condition and repair, in a safe, secure, clean and sanitary condition, and in full compliance with any and all applicable Laws and such rules, regulations and standards as the City shall maintain in effect from time to time, including, without limitation, the City's O&M Standards attached as *Exhibit K* hereto and made a part hereof. RAC shall be responsible for all maintenance, repair and replacements of and to the Premises of any kind or nature whatsoever (except to the extent that the same are the express responsibility of the City as provided in Subsection 5.4(b) below). RAC's obligations shall include, without limitation, the following: (i) maintaining the Premises and making all repairs to all equipment thereon (other than items which are the express responsibility of the City under Subsection 5.4(b) below), including, without limitation, all engines, boilers, machinery, pipes, ducts, conduits, plumbing, heating, ventilating and air-conditioning systems and installations, wiring, gas, steam and electrical fittings, USTs, and all other equipment of every nature whatsoever; (ii) maintaining, replacing, and repairing the interior portions of the Premises, including all fixtures, appurtenances, plate glass, windows, window glass, walls, floors, docks, ceilings, and doors; (iii) maintaining and repairing the movable and removable fixtures of RAC located in or appurtenant to the Premises, including, without limitation, any RAC Improvements installed hereunder; and (iv) keeping the Premises and the CRCF Property free from filth, overloading, danger of fire or any pest or nuisance, and repairing and/or replacing any damage or breakage done by RAC, or any of its respective officers, agents, employees, contractors, guests, invitees, or licensees, including, without limitation, damage done to the Premises or the CRCF Property by equipment installations of RAC. Except for items which are the City's responsibility under Subsection 5.4(b) below, if any portion of the Premises or any system or equipment in the Premises which RAC is obligated to maintain or repair can not be fully repaired or restored, RAC will promptly replace such portion of the Premises or such system or equipment. RAC will maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, such contract and contractor to be reasonably approved by the City. RAC shall, in connection with the performance of its obligations hereunder, comply with the requirements of Section 5.2 and Section 5.7 hereof. In the event that RAC fails to perform any of its obligations hereunder, and fails to cure or commence to cure such failure within fifteen (15) days after written notice from the City, or to thereafter diligently proceed to complete such cure, the City may (but shall not be obligated) to enter the Premises at any time to undertake any maintenance, repairs, alterations, improvements or additions as the City shall direct or deem necessary for the maintenance, repair, safety, protection, preservation, or improvement of the Premises, or as the City may be required to do by any governmental department or agency, or by the order or decree of any court or by any other proper authority. Any and all costs and expenses of such repairs, alterations, improvements or additions made by the City hereunder shall be due and payable by RAC to the City within thirty (30) days following the City's invoice therefor, and if not paid within such 30-day period, shall bear interest at the Default Rate until paid.

(b) Subject to the provisions of this RAC Agreement, including, without limitation, Section 7.4 hereof, except for damage caused by, or replacement or repairs required as a result of, any act or omission of RAC, or any of its respective officers, agents, employees, contractors, guests, invitees, or licensees, and subject to inclusion of the costs thereof as part of Operating Expenses from time to time (except as hereinafter provided, and except for items relating solely to the Public Parking Area), the City will (i) repair and maintain the structural portions of the CRCF, including the foundations, bearing and exterior walls (excluding glass), subflooring and roof (excluding skylights), base building engines, boilers, machinery, pipes, ducts, conduits, and wiring, and the unexposed electrical, plumbing, and sewer systems, including those portions of such systems which are located outside the Premises, gutters and downspouts on the CRCF, and the base building heating, ventilating, and air conditioning systems which

serve the Premises (but specifically excluding, in each instance, the QTA), (ii) maintain the landscaping on, adjacent to, and surrounding the Premises in accordance with the landscaping standards and requirements of the City applicable to the Airport from time to time, including snow removal as and when required (but specifically excluding, in each instance, the QTA); and (iii) perform such other general maintenance, repair, and replacement of the common areas of the CRCF, including, without limitation, the parking facilities or areas, access roads, driveways, truck ways, sidewalks, elevators, escalators, and passageways associated therewith (but specifically excluding, in each instance, the QTA and the Premises), as may be reasonably required from time to time. In addition, the City will be responsible for performing any capital repairs or replacements of the CRCF, including, without limitation, the foundation, roof, structural components, and exterior walls thereof, which are reasonably required during the Term hereof, subject to inclusion of the costs thereof as part of Operating Expenses to the extent permitted hereunder. RAC will promptly report in writing to the City any defective condition known to RAC which the City is required to repair under this Subsection 5.4(b). Any maintenance, repairs, or replacements to the CRCF, or any portion thereof, including, without limitation, the foundation, roof, structural supports, and exterior walls thereof, which are required due to damage caused by, or as a result of, any act or omission of RAC, or any of its respective officers, agents, employees, contractors, guests, invitees, or licensees, shall be performed by the City at the sole cost and expense of RAC and such costs and expenses shall be due and payable by RAC to the City within thirty (30) days following the City's invoice therefor, and if not paid within such 30-day period, shall bear interest at the Default Rate until paid. The City may, but shall not be required, to enter the CRCF, inclusive of the Premises, at all reasonable times upon reasonable prior notice (except in the event of an emergency) to perform any maintenance, repairs, or replacements which are the City's responsibility hereunder, or as the City may be required to do by any applicable Laws, governmental department or agency, or by the order or decree of any court or by any other proper authority. For purposes hereof, the determination of whether a repair item constitutes a capital repair or replacement hereunder shall be made in accordance with applicable generally accepted accounting principles (GAAP), Internal Revenue Code provisions, and prevailing industry practices, as the case may be. Notwithstanding anything herein to the contrary, in no event shall the City be required to maintain, repair, and/or replace, at any time or from time to time, the QTA, or any portion or portions thereof. Notwithstanding anything herein to the contrary, in the event that any such repair, maintenance, or replacement costs which are the obligation of the City hereunder are reimbursed or reimbursable from the Operation and Maintenance Fund or the Maintenance Reserve Account, as the case may be, such costs shall not also be included as part of Operating Expenses hereunder (it being understood and agreed that there shall be no "double counting" of any such costs for purposes hereof).

(c) In the event of any dispute as to whether a specific repair or replacement constitutes a capital repair or replacement hereunder, the City and RAC agree to negotiate such matter in good faith for a period not to exceed thirty (30) days in an attempt to reach agreement on such matter. In the event that the City and RAC have failed to reach agreement on such matter upon the expiration of such 30-day period, such disputed matter shall be submitted to an independent third party architect or engineer who is reasonably acceptable to each of the City and RAC and who (i) does not regularly represent and is not otherwise affiliated with either the City or RAC, (ii) is duly licensed and in good standing, (iii) is familiar with current industry practices and standards governing capital repairs and replacements in the context of commercial properties comparable to the CRCF, and (iv) has at least ten (10) years experience within the previous fifteen (15) years as an architect or engineer working in the greater Chicago, Illinois metropolitan area. Within thirty (30) days following such selection, such architect or engineer shall make a determination as to whether the disputed matter constitutes a capital repair or replacement hereunder, which determination shall be made in accordance with applicable generally accepted accounting principles (GAAP), Internal Revenue Code regulations, and prevailing industry practices, as the case may be. The determination of such architect or engineer made in accordance with this Section 5.4 shall be final and binding upon the City and RAC.

Section 5.5 - Lighting and Signs. Except for the Exterior Lights which are the responsibility of the City as expressly provided in Subsection 5.3(l) above, RAC shall be solely responsible for the illumination of the Premises, which shall comply with all FAA and City requirements. Any signs installed by RAC on the Premises shall be limited to the purpose of identifying RAC (including, without limitation, the trade names, trademarks, logos, and brand names), and not for any third party advertising. The number, general type, size, design, and location of such signs, and any modifications or replacements thereof, shall be subject to the prior written approval of the City in each instance, which approval shall not be unreasonably withheld or delayed so long as such signage complies with applicable Laws and applicable Airport signage standards, and is otherwise consistent with the appearance and architectural integrity of the Premises. Signage shall be approved separately or as part of the RAC Improvement Plans. No exterior or roof signs are permitted. All signage shall comply with such design standards and Terminal development guidelines as the City shall have in effect from time to time.

Section 5.6 - Covenant Against Liens. No party, including RAC, shall have any right to file any liens against the Premises, the CRCF, the Joint Use Facility Property, or any other property of the City, and RAC shall keep the Premises and the Improvements free and clear of liens or claims of liens in any way arising out of the construction, improvement, or use thereof by RAC. RAC shall promptly take such steps as are necessary to release any claim for lien or attempted claim for lien from the Premises arising out of the construction, improvement, or use thereof by RAC. RAC shall not be deemed to be in default hereunder in the event any lien shall attach or shall exist which is prohibited by or which is contrary to or in violation of the provisions of this RAC Agreement, (a) if such lien shall arise as a matter of law, but the amount of said lien be not yet due and payable, or (b) if any such lien shall arise and RAC shall continuously, diligently, and in good faith contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the foreclosure of any such lien, provided that RAC shall give advance written notification to the City that it is the intent of RAC to contest the validity or collection thereof and RAC shall also comply with the further following provisions of this Section 5.5. In the event RAC contests any such lien, RAC shall give a satisfactory indemnity to the City or deposit with the City a letter of credit, cash, or security reasonably satisfactory to the City in an amount equal to the amount of the claim or lien, plus such interest and penalties, court costs, or other charges as the City, any fee mortgagee, or title insurer may reasonably estimate to be payable by RAC at the conclusion of such litigation or is required to provide insurance over any potential lien. In the event such letter of credit, cash or securities shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to RAC, less any amounts expended by the City to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the City by virtue of the contest of such lien.

Section 5.7 - Ownership of Improvements. The City shall own the Joint Use Facility, including the CRCF Project and all RAC Improvements now existing or hereafter constructed (excluding the trade fixtures, trade equipment, supplies and personal property of RAC) therein, except USTs. All USTs installed hereunder by the City or RAC (or the RAC Consortium, as the case may be) shall be the personal property of RAC (or the RAC Consortium, as the case may be), subject to the provisions of Section 3.3 hereof.

Section 5.8 - Alterations. RAC shall have the right from time to time after the completion of the initial RAC Improvements in accordance with the provisions of Section 5.2 hereof, and at RAC's sole cost and expense, to make alterations and changes ("**Alterations**") in or to the Premises (except as hereinafter provided), provided RAC shall not then be in default in the performance of any of RAC's covenants or agreements in this RAC Agreement; and further provided that Substantial Alterations may be made only with the written consent of the City, which consent shall not be unreasonably withheld or delayed. "**Substantial Alterations**" means any Alterations (i) to infrastructure improvements, including the ATS, or any portion thereof, (ii) to the structure of the Premises or any portion thereof, (iii) to other items

required to be shown on the RAC Improvement Plans for such Alterations or Substantial Alterations, as the case may be, and approved by City, or (iv) which would cost more than ten percent (10%) of the replacement cost of the RAC Improvements. The provisions of Section 5.3 shall apply to and shall be complied with by RAC as a condition to the performance of any Alteration or Substantial Alteration. The City's approval of the RAC Improvement Plans for Alterations or Substantial Alterations, as the case may be, shall not be required for those aspects of the RAC Improvement Plans to the extent such approval would not be required for initial RAC Improvements. Furthermore, all Alterations and Substantial Alterations shall be subject to the following:

(a) No Alteration or Substantial Alteration of any kind shall be made without the written consent of the City (which may be withheld in its sole discretion) which would (i) change the general design, use, or character of the Premises, (ii) reduce or impair, to any material extent, the value, rentability, or usefulness of the Premises, or constitute waste, or (iii) give to any owner, lessee, or occupant of any other property or to any other person or corporation any easement, right-of-way, or any other right over the Premises.

(b) Any Alteration or Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning Laws and with all other Laws, and in accordance with the orders, rules, and regulations of the National Board of Fire Underwriters or any other body or bodies hereafter exercising similar functions. If any work does not comply with the provisions of this RAC Agreement, the City may, by notice to RAC, require that RAC stop the work and take steps necessary to cause corrections to be made.

(c) RAC shall demonstrate to the City's satisfaction financial capacity to pay the entire cost of any Substantial Alteration or, in lieu thereof, furnish to the City a letter of credit as described in Section 5.9 hereof, or cash or other security reasonably satisfactory to the City, in an amount at least equal to one hundred twenty percent (120%) of the estimate of cost of such Substantial Alterations, guaranteeing the completion and payment of the cost thereof free and clear of all liens, conditional bills of sale, and chattel mortgages, except that security for demolition and new construction shall be furnished as provided in Subsection 5.8(d) hereof.

(d) After completion of RAC Improvements, RAC shall not demolish such RAC Improvements without the prior written consent of the City. If the Premises will not be occupiable after such demolition, and in the City's opinion there is a reasonable risk of non-payment of Rent until new improvements are constructed, then prior to the commencement of demolition RAC shall deposit with the City an amount which will provide for the payment of Rent for the period from the commencement of demolition to the anticipated date of completion of such new improvements, or in lieu thereof, security (which may include a letter of credit or other cash equivalent) satisfactory to the City. In connection with any such demolition, RAC shall otherwise comply with all of the other provisions of this Section 5.8 as though said demolition were a Substantial Alteration. RAC shall proceed diligently with its demolition and all demolition shall be completed within a reasonable time after its commencement.

Section 5.9 - Security Deposit.

(a) RAC shall deposit with the City, on or before the RAC Access Date (and as a condition thereof), cash security (except as otherwise provided in Subsection 5.9(b) below) for the full and prompt performance by RAC of all of RAC's obligations hereunder in the initial amount of _____ and No/100 Dollars ($_____.00) (the "**Security Deposit**"). If RAC defaults under this RAC Agreement, the City may use all or any part of the Security Deposit to make any defaulted payment, to pay for the City's cure of any defaulted obligation, or to

compensate the City for any loss or damage resulting from any default. To the extent any portion of the Security Deposit is so used, RAC shall, within five (5) days after demand from the City, restore the Security Deposit to its full amount. The City may keep the Security Deposit in its general funds and shall not be required to pay interest to RAC on the Security Deposit. If RAC shall perform all of its obligations under this RAC Agreement and return the Premises to the City at the end of the Term in the condition required hereunder, the City shall return all of the remaining Security Deposit (or the original remaining Letter of Credit, as hereinafter defined, as the case may be) to RAC, within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of the City's damages for any default under this RAC Agreement.

(b) Alternatively, and in lieu of the Security Deposit hereinabove provided, RAC may deposit with the City, upon RAC's execution and delivery of this RAC Agreement, as security for the full and prompt performance by RAC of all of RAC's obligations hereunder, an irrevocable, unconditional, transferable letter of credit (the "**Letter of Credit**"), in substantially the form attached as *Exhibit E* hereto and made a part hereof, in favor of the City from a bank approved by the City (which bank shall have a Fitch rating of "A+" or better, shall have a branch office located in the Chicago, Illinois metropolitan area, and shall not appear on any "troubled" or "distressed" bank or financial institution lists maintained or published by the FDIC, any other governmental entity or agency with jurisdiction over the issuing bank, or any generally-recognized private bank rating entity or company). The Letter of Credit shall provide for security in the initial amount of _____ and No/100 Dollars ($_____). Whether or not this RAC Agreement or RAC's right to possession hereunder has been terminated, (a) in the event of a default under any of the terms, covenants and conditions of this RAC Agreement, (b) in the event RAC has filed (or there has been filed against RAC) a petition for bankruptcy protection or other protection from its creditors under any applicable and available law which has not been dismissed or discharged, or in the event RAC files a general assignment for the benefit of its creditors, or (c) the issuing bank is placed in receivership or similar position by the FDIC or any other governmental entity or agency with jurisdiction over the issuing bank, or otherwise appears on any "troubled" or "distressed" bank or financial institution lists maintained or published by the FDIC, any other governmental entity or agency with jurisdiction over the issuing bank, or any generally-recognized private bank rating entity or company, then, in any such event, the City may at once and without any notice whatsoever to RAC be entitled to draw down on the Letter of Credit and apply such resulting sums toward the cure of any default by RAC under this RAC Agreement or toward any damages to which the City is entitled pursuant to the terms of this RAC Agreement.

(c) The foregoing Letter of Credit shall provide for an original expiration date not earlier than twelve (12) months following the date of issuance and shall be automatically extended without amendment for additional successive twelve (12) month periods from the original expiration date or any future expiration date thereof through the expiration or earlier termination of this RAC Agreement, unless not less than sixty (60) days prior to any such expiration date, the issuing bank sends to the City by certified/registered mail, return receipt requested, or by overnight courier written advice that the bank has elected not to consider the Letter of Credit renewed for any such additional 12-month period. In the event such bank so advises the City that such Letter of Credit will not be so renewed, or in the event that the issuing bank is placed in receivership or similar position by the FDIC or any other governmental entity or agency with jurisdiction over the issuing bank or otherwise appears on any "troubled" or "distressed" bank or financial institution lists maintained or published by the FDIC, any other governmental entity or agency with jurisdiction over the issuing bank, or any generally-recognized private bank rating entity or company, the City shall promptly thereafter notify RAC thereof in writing, and RAC shall obtain a substitute Letter of Credit from a bank reasonably approved by the City meeting all of the terms and conditions described in this Section 5.9, which substitute Letter of Credit ("**Substitute Letter of Credit**") shall be reasonably satisfactory to the City and delivered to the City no later than thirty (30) days prior to the expiration date of the Letter of Credit then in effect. In the event RAC fails to deliver such Substitute

Letter of Credit to the City at least thirty (30) days prior to the expiration date of the Letter of Credit then in effect (or within ten (10) days following the date of Landlord's notice advising RAC that the issuing bank was placed in receivership or similar position or otherwise appears on any "troubled" or "distressed" bank or financial institution lists, as the case may be), the City shall in such instance have the right, without further notice to RAC, to immediately draw down on the entire amount of the Letter of Credit then available to the City; and in such instance, the City shall retain such resulting sum as a cash security deposit and the City shall have the right to use such cash security deposit to the same extent that Landlord would be entitled to draw down on the Security Deposit or the Letter of Credit pursuant to the terms of this Section 5.9 (and RAC shall replenish such cash security deposit in the same manner as required for the Letter of Credit); provided, in the event that a Substitute Letter of Credit meeting the conditions set forth herein is subsequently submitted by RAC, the cash security deposit then being held by the City hereunder shall be returned to RAC as soon as reasonably practicable following the City's receipt of such Substitute Letter of Credit. The City shall not, unless required by law, keep the cash security deposit separate from its general funds or pay interest thereon to RAC. No trust relationship is created herein between the City and RAC with respect to such security deposit, and the security deposit may be commingled with other funds of the City.

(d) If the City transfers its interest in the Premises or this RAC Agreement, the City may transfer the Security Deposit or the Letter of Credit, as the case may be, to its transferee. Upon such transfer, the City shall have no further obligation to return the Security Deposit or the Letter of Credit, as the case may be, to RAC, and RAC's right to the return of the Security Deposit or the Letter of Credit, as the case may be, shall apply solely against the City's transferee.

(e) If Base Rent is increased hereunder at any time during the Term hereof, the Security Deposit or Letter of Credit, as the case may be, shall be increased by the same percentage as the percentage of increase of the Base Rent so that RAC at all times during the Term hereof has on deposit with the City a sum equal to three (3) monthly installments of Base Rent payable hereunder. In no event, however, shall the Security Deposit or Letter of Credit, as the case may be, be subject to reduction hereunder. RAC shall deposit with the City the increased amount of the Security Deposit or Letter of Credit, as the case may be, within thirty (30) days after the date on which the Base Rent has so increased.

(f) With respect to any Letter of Credit deposited hereunder, such Letter of Credit shall be separate and independent from any letter of credit, bond, or other security provided pursuant to Subsection 5.8(c) or Section 14.7 hereof.

ARTICLE 6
COMPLIANCE WITH ALL LAWS

Section 6.1 - Applicable Laws. Without limiting the provisions of Section 2.11 of this RAC Agreement, RAC shall, at its sole cost and expense, comply, and shall cause its contractors and their respective agents and employees to comply, with all applicable Laws, including, without limitation, the following:

(a) Non-Discrimination:

(i) General Requirements:

(A) It shall be an unlawful employment practice for RAC to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age,

handicap, or national origin; or to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

(B) RAC shall comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. RAC shall further comply with Executive Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. Part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and FAA Circular No. 150/5100XXV.

(ii) State Requirements: RAC shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and the Environmental, Barriers Act, 410 ILCS 25/1 et seq.

(iii) City Requirements: RAC shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., of the Code. Further, RAC shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

(b) Prevailing Wage:

(i) RAC shall comply with 820 ILCS 130/0.01 et seq., as it may be amended (the "**Prevailing Wage Act**"), so long as the Prevailing Wage Act is in effect, in order to ensure that such persons covered by the Prevailing Wage Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.

(ii) The term "prevailing wages," when used in this RAC Agreement means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public work.

(c) Non-Collusion, Bribery of a Public Officer or Employee: RAC shall comply with the Code, Section 2-92-320, as follows:

(i) No person or business entity shall be awarded a contract or sub-contract if that person or business entity:

(A) Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of

the federal government or any state or local government in the United States, in that officer's or employee's official capacity; or

(B) Has been convicted 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) Has made an admission of guilt of such conduct described in (A) or (B) above which is a matter of record but has not been prosecuted for such conduct.

(ii) For purposes of this Section, where an official, agent or employee of a business entity has committed any offense under this Section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

(iii) Ineligibility under this Section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Purchasing Agent under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of "affiliated agency," and a detailed description of the conditions which would permit the Purchasing Agent to reduce, suspend, or waive the period of ineligibility.

(d) Chapter 2-56 of the Code, Office of Inspector General:

(i) It shall be the duty of RAC to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. RAC understands and will abide by all provisions of Chapter 2-56 of the Code.

(ii) All contracts shall inform contractors of this provision and require understanding and compliance herewith.

(e) Governmental Ethics Ordinance: RAC shall comply with Chapter 2-156 of the Code, "Governmental Ethics," including, but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any the City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(f) Anti-Scofflaw Ordinance (Section 2-92-380 of the Code): In accordance with Section 2-92-380 of the Code, and in addition to any other rights and remedies (including any of set-off) available to the City under this RAC Agreement or permitted at law or in equity, the City shall be entitled to set off a portion of any amounts due RAC by the City under this RAC Agreement (but specifically excluding any CFCs due and payable to the City hereunder, and specifically further excluding any Facility Rent otherwise due and payable to the City hereunder, which sums shall not be subject to offset as herein provided) in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by RAC to the City arising in connection to RAC's use of the ATS or the Common Use Transportation System. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook

County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the provisions of the immediately preceding paragraph, no such debt(s) or outstanding parking violation complaints shall be offset from or against any amounts due RAC by the City under this RAC Agreement if one or more of the following conditions are met (and in no event shall CFCs otherwise due and payable to the City hereunder or under any RAC Agreement, or Facility Rent otherwise due and payable to the City hereunder, be subject to any right of offset):

(i) RAC has entered into an agreement with the Department of Revenue, or other appropriate the City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and RAC is in compliance with the agreement; or

(ii) RAC is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(iii) RAC has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

(g) Americans with Disabilities Act:

(i) Any and all design specifications for the Improvements and any Alterations shall comply with all Federal, State, and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 et seq. and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, RAC shall comply with the standard providing greater accessibility.

(ii) All construction of Improvements or Alterations undertaken by RAC in connection with this RAC Agreement shall be performed in compliance with all Federal, State, and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 et seq. and the Uniform Federal Accessibility Standards for Americans with Disabilities; and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 111. Adm. Code Ch. 1, Sec. 400.110.

(h) MacBride Principles Ordinance:

(i) 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 provides a better working environment for all citizens in Northern Ireland.

(ii) In accordance with Section 2-92-580 of the Code, if RAC conducts any business operations in Northern Ireland, it shall 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).

(i) Certification: RAC shall complete the appropriate subsection for State Tax Delinquencies and acknowledge all other representations in the Affidavit in the form provided by the City, which certifies that RAC, its agents, employees, officers, and any contractors: (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this Section as required by the Illinois Criminal code; (b) do not owe any debts to the State of Illinois, in accordance with Section 11-42.1-1 of the Illinois Municipal code; and (c) are not presently debarred or suspended as defined in subsection D, Certification Regarding Suspension and Disbarment of the Affidavit in Part One of the Contract Documents.

(j) Disclosure of Ownership: Pursuant to Chapter 2-92-010, 2-92-020, 2-92-030 and 65 ILCS 5/8-10-8,5, RAC and any person having equal to or greater than a seven and one-half percent (7.5%) direct or indirect ownership interest in RAC, and any person, business entity or agency contracting with the City shall be required to complete Part I, Disclosure of Ownership Interests and Part VIII, Certification of Elected Officials' Business Relationships, in the Affidavit.

(k) Resident Preference: RAC shall comply and shall cause its contractors and subcontractors to comply with the residential preference requirements of Section 2-92-330 of the Code, as it may be amended, in the performance of any construction of any public work.

(l) Certification Regarding Various Federal Lists: RAC hereby warrants and represents to the City that RAC does not appear on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws or Regulations: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, and the Debarred List.

(m) Environmental Warranties and Representations: In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, RAC warrants and represents that RAC, 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 Term of this RAC Agreement, RAC's violation of the Waste Sections, whether or not relating to this RAC Agreement, constitutes a breach of and an event of default under this

RAC 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 this RAC Agreement, at law or in equity. This section does not limit RAC's and its contractors' duty to comply with all applicable federal, state, county, and municipal Laws or Regulations in effect now or later, and whether or not they appear in this RAC Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this RAC Agreement, and may further affect RAC's eligibility for future agreements with the City.

(n) Prohibition on Certain Contributions -- Mayoral Executive Order No. 05-1: RAC agrees that RAC, any person or entity who directly or indirectly has an ownership or beneficial interest in RAC of more than 7.5 percent (7.5%) ("**Owners**"), spouses and domestic partners of such Owners, RAC's subtenants, any person or entity who directly or indirectly has an ownership or beneficial interest in any subtenant of more than 7.5 percent (7.5%) ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (RAC and all the other preceding classes of persons and entities are collectively referred to for purposes hereof as the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee: (i) after execution of this RAC Agreement by RAC, (ii) while this RAC Agreement or any Other Contract is executory, (iii) during the Term of this RAC Agreement or any Other Contract between RAC and the City, or (iv) during any period while an extension of this RAC Agreement or any Other Contract is being sought or negotiated.

RAC 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 RAC or the date RAC approached the City, as applicable, regarding the formulation of this RAC Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee. RAC 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. RAC agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

RAC agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this RAC 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 RAC Agreement, under such Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If RAC violates this provision or Mayoral Executive Order No. 05-1 prior to award of this RAC Agreement resulting from this specification, the Chief Procurement Officer may reject RAC's bid.

For purposes of this provision:

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

"**Other Contract**" means any other agreement with the City of Chicago to which RAC is a party that is: (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago;

(ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two (2) of the following four (4) conditions exist for the partners:
    1. The partners have been residing together for at least twelve (12) months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two (2) of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account; or
        d. a lease for a residence identifying both domestic partners as RACs.
    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 Code.

(o) Firms Owned or Operated by Individuals with Disabilities: The City encourages contractors, including RAC, to use subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Code, where not otherwise prohibited by federal or state law.

(p) EDS / Certification Regarding Suspension and Debarment: RAC certifies by its acceptance of this RAC Agreement that RAC is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. RAC further agrees by executing this RAC Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If RAC or any lower tier participant is unable to certify to this statement, it must attach an explanation to this RAC Agreement. RAC must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(q) General Contractor License: General contractors on RAC improvements and Alterations, including the RAC Improvements hereunder, must be licensed in accordance with Chapter 4-36 of the Code.

(r) Other City Requirements: RAC shall comply with the City's MBE/WBE goals and Chicago Residency Ordinance as the same may be in effect or amended from time to time.

(s) OFAC and Anti-Money Laundering Compliance Certifications. RAC hereby represents, certifies, and warrants to the City that RAC is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers, or directors a Prohibited Person. As used herein, "**Anti-Terrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money laundering, or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism", as the same may be amended from time to time. "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, (ii) a person or entity with whom RAC or the City is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (OFAC) at its official website, http://www.treas.gov/ofac/t11sdn.pdf, or at any replacement website or other official publication of such list from time to time. "**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as the same may be amended from time to time. Notwithstanding anything in this RAC Agreement to the contrary, RAC acknowledges and agrees that this RAC Agreement is a continuing transaction and that the foregoing representations, certifications, and warranties are ongoing and shall be and remain true and in full force and effect on the Effective Date hereof and throughout the Term of this RAC Agreement (and any extension thereof), and that any breach thereof shall be a default under this RAC Agreement (not subject to any notice or cure period) giving rise to the City's remedies, including, but not limited to, forcible eviction and/or termination, and RAC hereby agrees, to the maximum extent permitted by applicable Law, to defend, indemnify, and hold harmless the City and the Indemnified Parties from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures, and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certifications, and warranties.

Section 6.2 - Conflicts of Interest.

(a) RAC represents and warrants that, except as may otherwise be permitted under Section 2-156 of the Code, no member of the governing body of the City or other unit of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this RAC Agreement has any personal interests, direct or indirect, in this RAC Agreement or in RAC.

(b) RAC covenants that, except as may otherwise be permitted under Section 2-156 of the Code, (i) no member of the governing body of the City and no officer, employee, or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with this RAC Agreement shall acquire any personal, financial, or economic interest, direct or indirect, in RAC or this RAC Agreement, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or employee of the City shall be admitted to any share or part of this RAC Agreement or any financial benefit to arise from it.

Section 6.3 - DBE Compliance. The City is committed to enhancing the opportunities of disadvantaged businesses. Accordingly, RAC shall comply with, and shall cause its contractors to comply with, and shall execute the applicable forms required by, the Special Conditions Regarding Disadvantaged Business Enterprise Commitment, as the same may be enacted and amended by the City from time to time during the Term hereof. RAC shall, upon the enactment and finalization of such conditions by the City, and upon any subsequent amendment thereof, fully comply with such conditions, as the same may be amended from time to time (including any reporting forms required from time to time by the City), during the Term hereof.

ARTICLE 7
INDEMNITY, INSURANCE, DAMAGE OR DESTRUCTION

Section 7.1 - Indemnification.

(a) To the maximum extent permitted by applicable Laws, RAC shall defend, indemnify, and save the City and each and every official, agent, contractor, employee, officer, trustee, consultant, advisor, and representative of the City, and their respective representatives, successors, and assigns (each, an "**Indemnified Party**", and, collectively, the "**Indemnified Parties**"), harmless from and against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, engineers', architects', and attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following acts or omissions of RAC or RAC's officers, agents, employees, contractors, sublessees, guests, invitees, or licensees (collectively, the "**RAC Parties**") occurring during or after (but attributable to a period of time falling within) the Term:

(i) any demolition, razing, or construction of the RAC Improvements, any Alterations or Substantial Alterations, or any other work or thing done in, on, or about the Premises, the Joint Use Facility, or the Airport, or any portion of any of the foregoing, or easement areas, including any claim that such work constitutes "public works";

(ii) any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance, or management of the Premises or the Joint Use Facility, or any portion of any of the foregoing, or any easement areas, to the extent attributable to any act or omission of RAC or any of the RAC Parties;

(iii) any act or failure to act on the part of RAC or any of the RAC Parties;

(iv) any accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises;

(v) any accident, injury (including death), or damage to any person or property in, on, or about the Joint Use Facility, or any portion thereof, or easement areas, to the extent attributable to any act or omission of RAC or any of the RAC Parties.

(vi) any failure to perform or comply with any of the covenants, agreements, terms, or conditions contained in this RAC Agreement on RAC's part to be performed or complied with (other than the payment of money);

(vii) any lien or claim which may be alleged to have arisen against or on the Premises, or any lien or claim which may be alleged to have arisen out of this RAC

Agreement and created or permitted to be created by RAC against any assets of the City, or any liability which may be asserted against the City with respect thereto; and

(viii) any action or proceedings brought against the City or the Premises, or any part thereof, by virtue of any violation or alleged violation by RAC or the Premises of any Laws.

Subject to the provisions of Subsection 7.1(f) (to the extent permitted by Law), no agreement or covenant of RAC in this Subsection 7.1(a) shall be deemed to exempt the City from, and RAC's obligations under this Subsection 7.1(a) shall not include, liability or damages for injury to persons or damage to property to the extent caused by or resulting from the negligence of the Indemnified Parties in the operation or maintenance of the Premises (without implying any obligation to operate or maintain the Premises), the Common Use Transportation System, or the ATS.

(b) Any Indemnified Party shall utilize the following procedure in enforcing any and all claims for indemnification against RAC.

(i) If any claim, action, or proceeding is made or brought against any Indemnified Party against which it is indemnified under Section 7.1 hereof, then, the Indemnified Party shall give notice hereunder to RAC promptly after obtaining written notice of any claim as to which recovery may be sought against it or him. If such indemnity shall arise from the claim of a third party, RAC may elect to assume the defense of any such claim and any litigation resulting from such claim at its own expense; provided, however, that failure by RAC to notify the Indemnified Party of its election to defend any such claim or action by a third party within thirty (30) days after notice thereof shall have been received by RAC shall be deemed a waiver by RAC of its right to defend such claim or action. Any notice given pursuant to this Subsection 7.1(b) shall contain a detailed statement of the nature and basis of the claim, the identity of the claimant, the demand and relief sought or requested by the claimant, and shall be accompanied by copies of all materials in possession of the Indemnified Party which reasonably relate to such claim. Subject to the foregoing provisions of this Subsection 7.1(b), the right to indemnification hereunder shall not be affected by any failure of the Indemnified Party to give such notice or related materials or delay by them in giving such notice or related materials unless, and then only to the extent that, the rights and remedies of RAC shall have been prejudiced as a result of the failure to give, or delay in giving, such notice or related materials.

(ii) If RAC shall assume the defense of an Indemnified Party with respect to such claim or litigation, its obligations hereunder as to such claim or litigation shall include taking all steps necessary in the defense or settlement of such claim or litigation against the Indemnified Party and holding the Indemnified Party harmless from and against any and all damages caused by or arising out of any settlement approved as provided herein, or any judgment in connection with such claim or litigation. Any counsel employed by RAC to represent the City's interest shall be subject to the City's prior approval, not to be unreasonably withheld, conditioned, or delayed. Approval shall not be required with respect to counsel employed by insurance companies providing required coverages under this RAC Agreement. Notwithstanding any provision in this Section 7.1 to the contrary, in the event that RAC assumes the defense of such claim or litigation,

RAC shall notify the Indemnified Party and the City of all such defenses it proposes to assert and the City may determine, in its sole discretion, whether any of the defenses may be deemed not to be in the best interests of the Airport. If the City determines that any such defense is not in the Airport's best interests: (a) RAC shall not pursue the objectionable defense but shall be obligated to pursue in accordance with this Section 7.1 the remaining defenses to the claim or litigation; and (b) if a judgment or settlement is entered against or made on behalf of the Indemnified Party, RAC shall not have any obligation to indemnify the Indemnified Party under this Section 7.1 for the amount of such judgment or settlement provided that such objectionable defense would have been successful. RAC shall not, in the defense of such claim or litigation, consent to the entry of any judgment (other than a judgment of dismissal on the merits without costs) except with the written consent of the Indemnified Party (which consent shall not be unreasonably withheld) or enter into any settlement (except with the written consent of the Indemnified Party, which shall not be unreasonably withheld) which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party, a release from all liability in respect of such claim or litigation. Anything in this Section 7.1 to the contrary notwithstanding, the Indemnified Party may, with counsel of its choice and at its expense, participate in the defense of any such claim or litigation.

(iii) If RAC shall not assume the defense of any such claim by a third party or litigation after receipt of notice from the Indemnified Party, the Indemnified Party may defend against such claim or litigation in such manner as it deems appropriate, and unless RAC shall, at its option, provide a bond to, or deposit with the Indemnified Party, a sum equivalent to the total amount demanded in such claim or litigation plus the Indemnified Party's estimate of the costs of defending the same, the Indemnified Party may settle such claim or litigation on such terms as it may reasonably deem appropriate, and RAC shall promptly reimburse the Indemnified Party for the amount of such settlement and for all damage incurred by it in connection with the defense against or settlement of such claim or litigation. If RAC shall provide such bond or deposit, the Indemnified Party shall not settle any such claim or litigation without the written consent of the RAC, which shall not be unreasonably withheld.

(iv) RAC shall promptly reimburse the Indemnified Party for the amount of any judgment rendered and for all damages, costs, reasonable fees, and expenses incurred or suffered by it in connection with the defense against such claim or litigation.

(c) Except as otherwise provided by applicable Law, the City shall not be liable to RAC or any of the RAC Parties for any injury to, or death of, any of them or of any other person or for any damage to any of RAC's or any RAC Party's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, the Premises, or the Joint Use Facility, or caused by any third person using the Airport, the Premises, or the Joint Use Facility, or caused by any third person navigating any aircraft on or over the Airport, the Premises, or the Joint Use Facility, nor, to the extent permitted by Law, shall the City have any liability whatsoever to RAC or any RAC Parties for any damage, destruction, injury, loss, or claim of any kind arising out of the use by any of the aforementioned of any parking lot located either on or off the Airport. The City shall not be liable to RAC or any RAC Parties for damage to property of RAC or such RAC Parties, or any loss of revenues to RAC or such RAC Parties, resulting from the City's acts or omissions in the maintenance and operation of

the Airport, the Premises, or the Joint Use Facility or failure to operate the Airport, the Premises, or the Joint Use Facility. Notwithstanding the foregoing, nothing contained in this Subsection 7.1(c) shall be deemed or construed as a waiver of the City's obligations with respect to the CRCF Project to the extent expressly set forth in Subsection 5.1(b) hereof.

(d) The obligations of RAC under this Section 7.1 shall survive the termination of this RAC Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

(e) The City's officials, commissioners, agents, representatives, contractors, and employees shall, to the extent permitted by Law, have absolutely no personal liability with respect to any provision of this RAC Agreement or any obligation or liability arising from this RAC Agreement or in connection with this RAC Agreement or the Premises in the event of a breach or default by the City of any of its obligations hereunder. RAC's agents, representatives, and contractors shall, to the extent permitted by Law, have absolutely no personal liability with respect to any provision of this RAC Agreement or any obligation or liability arising from this RAC Agreement or in connection with this RAC Agreement or the Premises in the event of a breach or default by RAC of any of its obligations hereunder.

(f) Notwithstanding any other provision of this RAC Agreement to the contrary, to the maximum extent permitted by Law, RAC hereby waives any and every claim for recovery from the City for any and all loss or damage to the Premises or to the contents thereof; which loss or damage is covered by valid and collectable physical damage insurance policies maintained by RAC or which would have been recoverable if the insurance required hereunder had been maintained by RAC, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), RAC agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. RAC shall require any member, subtenant or assignee to include similar waivers of subrogation in favor of the City.

Section 7.2 - Insurance Coverage Required. RAC and Contractors shall procure and maintain, or cause to be procured and maintained, at all times during the Term of this RAC Agreement, and on any earlier date that RAC or its Contractors is permitted to enter onto the Premises, and until each and every obligation of RAC contained in this RAC Agreement has been fully performed (including during any time period following expiration if RAC performs any work), the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this RAC Agreement, whether performed by RAC or by its Contractors. For purposes of this Section 7.2 the term "**Contractors**" also includes subcontractors, subtenants and RACs.

(a) Generally.

(i) Worker's Compensation and Employer's Liability. Except to the extent that RAC does not maintain any employees and is thus not required by applicable Law to procure and maintain the same, Worker's Compensation and Employer's Liability Insurance, as prescribed by applicable Law, covering all employees who are to provide a service under this RAC Agreement, and Employer's 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 $5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All Premises and operations, products/completed operations explosion, collapse, underground, independent contractors, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or its equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this RAC Agreement.

(iii) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with work to be performed, RAC shall provide Comprehensive 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) Pollution Legal Liability. Pollution Legal Liability Insurance shall be provided covering bodily injury, property damage, and other losses caused by pollution conditions that arise from the RAC Agreement scope of services with limits of not less than $1,000,000 per occurrence. Coverage shall include underground storage tanks, 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 under the RAC 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

(v) Property. RAC shall obtain or cause to be obtained an All Risk or comparable Property policy at full replacement costs, covering all loss or damage to the Premises and other property, including the RAC Improvements, any Alterations (including Substantial Alterations), additions, improvements, and betterments therein, and all inventory, equipment, Motor Vehicles, trade fixtures, furniture, and personal property of RAC. Coverage shall include business interruptions/loss of rents (in an amount not less than the sum of Rent then payable under this RAC Agreement for a period of one (1) year), collapse, boiler and machinery, sprinkler leakage, utility interruption, glass, earthquake, debris removal, flood. The City is to be named as an additional insured and a loss payee.

RAC shall be responsible for all loss or damage to City property at full replacement cost.

RAC shall be responsible for all loss or damage to personal property (including, but not limited to, materials, equipment, tools, and supplies), owned, rented, or used by RAC.

(b) During Construction of RAC Improvements or Alterations.

(i) Workers Compensation and Employers Liability. Workers Compensation, as prescribed by applicable law covering all employees who are to provide a service under this RAC 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 $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all Premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or its equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from work.

(iii) All Risk Builder's Risk. When RAC undertakes any construction or repair to the Premises or easement areas, including improvements and betterments, RAC shall provide, or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the permanent facility/project. Coverages shall include, but not be limited to, the following: right to partial occupancy, material stored off-site and in transit, equipment breakdown, earth movement, flood, water, including overflow, leakage, sewer backup or seepage, utility services, mechanical-electrical breakdown or failure, damage to adjoining and existing property, collapse, loss resulting from faulty workmanship or materials, debris removal, testing, and other consequential loss, when applicable. The City, its employees, officials, agents, and representatives shall be named as additional insureds and loss payees.

(iv) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with work to be performed, RAC shall provide Comprehensive Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage, including an MCS90 endorsement, when applicable. The City is to be named as an additional insured on a primary, non-contributory basis.

(v) Professional Liability. When any architects, engineers, construction managers, or other professional consultants perform work in connection with this RAC Agreement, Professional Liability Insurance covering acts, errors, or omissions shall 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 under the RAC Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Valuable Papers. When any plans, designs, drawings, specifications, and documents are produced or used under this RAC Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

(vii) Contractors Pollution Liability. When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability shall be provided, or caused to be provided, covering bodily injury, property damage, and other losses caused by pollution conditions that arise from work performed with limits of not less than $1,000,000 per occurrence. Coverage shall include completed operations, contractual liability, defense, excavation, USTs, environmental

cleanup, remediation, and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under the RAC 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.

Section 7.3 - Other Provisions.

(a) RAC will furnish the City, Department of Finance, Risk Management Office, 333 South State, Room 400, Chicago, Illinois, 60604, and the City, Department of Aviation, Real Estate and Finance Division, O'Hare International Airport, P.O. Box 66848, 10510 West Zemke Road, Chicago, Illinois 60666, original certificates of insurance evidencing the required coverage to be in force on the date of this RAC Agreement, and renewal certificates of insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the Term of this RAC Agreement. RAC shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form, a copy of which form is attached as *Exhibit F* hereto and made a part hereof (or other equivalent form acceptable to the City) upon its execution of this RAC Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the RAC Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the agreement. The failure of the City to obtain certificates or other insurance evidence from RAC shall not be deemed to be a waiver by the City. RAC shall advise all insurers of these RAC Agreement provisions regarding insurance. Non-conforming insurance shall not relieve RAC of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions shall constitute a violation of this RAC Agreement, and the City retains the right to stop work or terminate this RAC Agreement as provided in Article 10 until proper evidence of insurance is provided.

(b) If RAC fails to obtain or maintain any of the insurance policies under this RAC Agreement or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or default by RAC hereunder), upon five (5) days' written notice to RAC and RAC's failure to submit satisfactory evidence thereof to the City within such 5-day period, obtain and maintain such insurance policies and take any other action which the City deems reasonable and any costs incurred by the City in obtaining and maintaining such policies, including reasonable attorneys' fees, court costs, and expenses, shall be reimbursed by RAC upon demand by the City.

(c) The insurance shall provide for sixty (60) days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

(d) RAC shall require all Contractors to carry the insurance required herein, or RAC may provide the coverage for any or all Contractors. The Contractors shall be subject to the same insurance requirements of RAC unless otherwise specified herein.

(e) Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by RAC.

(f) RAC hereby waives and agrees to require its insurers to waive their rights of subrogation against the City and its employees, elected officials, agents, or representatives.

(g) RAC expressly understands and agrees that any coverages and limits furnished by RAC or its Contractors shall in no way limit RAC's or its Contractors' liabilities and responsibilities specified within this RAC Agreement or by applicable Law.

(h) RAC expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the RAC under this RAC Agreement.

(i) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(j) If RAC is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

(k) If RAC or its Contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then RAC or its Contractors shall each be responsible for the acquisition and cost of such additional protection. RAC agrees to obtain such increases in limits or coverages as the City may, from time to time, reasonably request during the Term hereof.

(l) The City (through its Risk Management Department) maintains the right to modify, delete, alter, or change these requirements upon reasonable prior written notice to RAC to the extent that the City determines, in its reasonable discretion, that such modification, deletion, alteration, or change is reasonably necessary and is otherwise consistent with insurance coverages and requirements applicable to other airports and airport facilities comparable to the Airport in size, service and capacity.

(m) The insurance required by this RAC Agreement, at the option of RAC, may be effected by blanket or umbrella policies issued to RAC, provided that the policies otherwise comply with the provisions of this RAC Agreement and allocate to this RAC Agreement the specified coverage, without possibility of reduction or coinsurance.

Section 7.4 - City Insurance.

During the Term hereof, (i) the City shall maintain, or cause to be maintained, insurance with respect to the CRCF against such casualties and contingencies, and in such amounts, as is reasonably prudent for owners of comparable facilities, and in all events subject to, and in accordance with, the terms and provisions of the Bond Indenture, and (ii) the City may maintain, or cause to be maintained, a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Joint Use Facility. Such policies of insurance shall be for the sole benefit of the City and Trustee, shall name Trustee as an additional insured, and shall be subject to the terms and provisions of the Bond Indenture. Any and all premiums for such policies of insurance, together with any deductibles relating thereto from time to time, shall be part of Operating Expenses hereunder.

Section 7.5 - Damage and Destruction.

(a) If the Premises are totally destroyed by storm, fire or other casualty, or damaged to the extent that, in the City's reasonable opinion, the damage cannot be restored, or if the damage is not covered by standard "all risks" property insurance (or such other property insurance as may be maintained by the City from time to time), or if Trustee, the Bond Indenture, and/or the other Bond Documents require application of the insurance proceeds to the Bonds, indebtedness, or other charges then outstanding thereunder, the City shall have the right to terminate this RAC Agreement effective as of the date of such destruction or damage by written notice delivered to RAC on or before thirty (30) days following the City's notice described in the next sentence, and Rent shall be accounted for as between the City and RAC as of that date. The City shall provide RAC with written notice no later than sixty (60)

days following the date of such damage of the estimated time needed to restore and whether the City elects to restore hereunder.

(b) If the Premises are damaged by any such casualty but the City does not elect to terminate this RAC Agreement as provided in Subsection 7.4(a) above, this RAC Agreement shall remain in full force and effect, the City shall notify RAC in writing no later than sixty (60) days after the date of such damage that such damage will be restored (and will include the City's good faith estimate of the date the restoration will be complete), and the City shall promptly commence to diligently restore the shell and core portions of the Premises (including the CRCF Project, as the same may be modified to conform to applicable Laws then in effect, but excluding any RAC Work Items, as hereinafter defined) to substantially the same condition as before such damage occurred (any such activity being a "**City Restoration**") as soon as reasonably practicable, subject to Force Majeure Events and delays attributable to the acts or omissions of RAC. RAC may not terminate this RAC Agreement (and shall otherwise remain liable for the performance of all of its obligations hereunder in accordance with the terms and provisions hereof), except as expressly provided in Subsection 7.4(f) below, in the event of any such casualty. Base Rent and RAC's Proportionate Share of Operating Expenses and Impositions (but specifically excluding any other components of Facility Rent) shall be reduced or abated on a pro rata basis during the period of such City Restoration to the extent that the Premises is not tenantable as a result of such casualty; provided, notwithstanding anything herein to the contrary, in no event shall Facility Rent (other than RAC's Proportionate Share of Operating Expenses and Impositions as aforesaid) or CFCs be subject to reduction or abatement hereunder.

(c) In the event of damage to, or destruction of, any RAC Improvements, Alterations, or other RAC work, or of the fixtures and equipment within the Premises (collectively, the "**RAC Work Items**"), by fire or other casualty, RAC shall promptly, at its expense, repair, restore, or rebuild such RAC Work Items to the condition existing prior to the happening of such fire or other casualty (any such activity being a "**RAC Restoration**"). Rent shall not be reduced or abated during the period of such RAC Restoration even if the Premises is not tenantable and the RAC Work Items are not usable, and RAC may not terminate this RAC Agreement, except as expressly provided in Subsection 7.4(f) below.

(d) Before RAC commences or causes such RAC Restoration, RAC shall, in connection therewith, comply with the requirements of Article 5 hereof. The City may waive (but shall not be obligated to do so) any requirements of Article 5 after taking into consideration the degree of damage or destruction and RAC Restoration.

(e) Provided that the insurer does not deny liability as to the insureds, and provided RAC is not then in default hereunder, all sums arising by reason of loss under the property insurance required in Subsection 7.2(a)(v) and Subsection 7.2(b)(iii) shall be available to RAC for the work. All proceeds shall be payable to the City which may disburse proceeds through an escrow on satisfaction of conditions established by the City (which may include retention requirements, waivers of lien and sworn statements, architect's certificates, and other evidence of satisfactory completion and payment for work) or payable directly to RAC or Contractors, at the City's option. RAC shall deposit with the City any excess cost of the Restoration over the amount held by the City as proceeds of the insurance within thirty (30) days from the date of the determination of the cost of the RAC Restoration; but in no event later than commencement of work. At all times the undisbursed balance remaining in the hands of the City shall be at least sufficient to pay for the cost of completion of the work free and clear of liens; any deficiency shall be paid to the City by RAC. RAC shall diligently pursue the repair or rebuilding of the RAC Work Items (but in any event within the time period in which RAC was required to complete the RAC Improvements under Section 5.2). If RAC does not repair or rebuild the RAC Work Items or proceed diligently to repair or restore the RAC Work Items and fails to cure or correct any such default after notice and expiration of

applicable cure periods hereunder, or there are insurance proceeds remaining after repair or rebuilding, all insurance proceeds shall belong to and be payable to the City, and RAC shall assign all such proceeds to the City.

(f) In case of damage or destruction of all or any material portion of the Premises which occurs during the last twelve (12) months of the Term, either RAC or the City shall have the option of terminating this RAC Agreement as of the date of such damage or destruction by notice in writing given to the other party within thirty (30) days after the occurrence of such damage or destruction. In such event, the City shall be entitled to the proceeds of any RAC insurance covering any part of the Premises on account of such damage or destruction (excluding any insurance coverage for the RAC Work Items), and RAC shall assign all such insurance proceeds to the City.

(g) Notwithstanding anything in this Section 7.5 to the contrary, while the Bonds remain outstanding, the terms and provisions of the Bond Indenture and the other Bond Documents shall govern and control in the event of damage or destruction to the Premises.

ARTICLE 8
AIRPORT MATTERS

Section 8.1 - Airport Conditions. The following covenants, agreements, and restrictions shall apply to RAC's use and occupancy of the Premises and the CRCF Property, which covenants, agreements and restrictions shall run with the land, for the benefit of the City and its successors and assigns in the ownership and operation of the Airport:

(a) RAC shall neither construct nor permit to stand on the Premises any building, structure, poles, trees, or other object, whether natural or otherwise, exceeding any existing or planned FAR Part 77 surfaces of the Airport, or which would otherwise materially or adversely interfere with the use and operation of the Airport.

(b) RAC shall file a notice consistent with the requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or item on the Premises.

(c) City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for passage of aircraft in the airspace above the surface of the Premises. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.

(d) RAC's use of the Premises shall be compatible with noise levels associated with the operation of the Airport, and the City reserves such interest or right as may be necessary to ensure that the CRCF Property will be used only for such purposes.

(e) RAC shall not use or permit any activity which could create a potential for attracting birds or other wildlife which may pose a hazard to aircraft operations at the Airport.

Section 8.2 - Other Legal Requirements. RAC shall comply, and shall cause its contractors to comply, with all applicable federal, state, and local Laws, without limitation, those promulgated by the FAA, which shall include, but not be limited to, the following:

(a) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct any business, and the City reserves the right to grant to others the privileges

and right of conducting any or all activities at the Airport and the ATS (subject, however, to the terms and provisions of Subsection 2.3(e) hereof); provided, so long as there is then no Event of Default hereunder and RAC is otherwise in material compliance with the terms and provisions of this RAC Agreement, including, without limitation, the use of the CRCF for the Permitted Use, the City agrees that it shall not enter into a separate lease agreement for space in or on the Airport with any entity for the provision of rental car services to customers at the Airport.

(b) This RAC Agreement involves the use of or access to space on, over or under real property acquired or improved in connection with the Airport, and therefore involves activity which serves the public. RAC, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (i) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (iii) that RAC shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation.

(c) If, and only to the extent that, RAC is then furnishing services in the United States, RAC agrees to furnish such services in compliance with Federal Law and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, that RAC may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions.

Section 8.3 - Airport Agreements. RAC's use and occupancy of the Premises shall be and remain subject to (a) the provisions of any existing or future agreements between the City and the United States government, FAA, or other governmental authority relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements, and (b) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, and any ordinance or indenture, or both, authorizing bond anticipation notes adopted by the City Council of the City authorizing the issuance of notes, bonds, or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any Bond Indenture. The City shall provide RAC with copies of any such use agreements, ordinances, or indentures which so impact RAC or this RAC Agreement. RAC further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

Section 8.4 - Airport Security Act. This RAC Agreement is expressly subject to the Airport Security Acts, the provisions of which are hereby incorporated by reference. In the event that RAC, any of the RAC Parties, or any of their respective employees, agents, contractors, subcontractors, suppliers of materials, or providers of services, in the performance of this RAC Agreement, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, RAC shall be subject to, and further shall conduct with respect to the RAC Parties and any of their respective employees, agents, contractors, subcontractors, suppliers of materials, or providers of services and the respective employees of each, such employment investigations, including criminal history record checks, as the City, the TSA, or the FAA, or any successor entities thereto, may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, RAC shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. Except to the extent

comprising part of the City Improvements hereunder, RAC shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform under this RAC Agreement in compliance with those guidelines developed by the City, the TSA, or the FAA with the objective of maximum security enhancement.

Section 8.5 - Regulating the Airport; Airport Operation. The City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in the City's sole discretion. The City reserves the right, but shall not be obligated to RAC, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. The City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or part.

Section 8.6 - Rules and Regulations. RAC shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, county, state, or federal authorities and, in particular, RAC agrees at all times to comply with any master security plan and procedures for the Airport as may be established by City from time to time. In emergency cases City shall deliver to RAC such emergency rules and regulations as promptly as practical. Upon request, City shall provide RAC with copies of City's current Airport rules and regulations applicable to RAC. Except in cases of emergency, subsequent rules and regulations promulgated by City shall be applicable to RAC fifteen (15) days after notice of the adoption thereof.

Section 8.7 - Annexation. RAC may not request, petition for, or enter into any agreement to annex the Premises and/or CRCF Property to any municipality other than the City of Chicago.

ARTICLE 9
BOND FINANCING

Pursuant to the Bond Ordinance, the City anticipates the issuance of the Bonds in connection with the design and construction of the CRCF and the CRCF Project hereunder. Such Bonds are being issued pursuant to and in accordance with the Bond Indenture, together with any and all related documents executed in connection therewith, and shall be and remain subject to the applicable terms, conditions, and provisions thereof, as the same may be amended or modified from time to time.

ARTICLE 10
DEFAULT AND TERMINATION

Section 10.1 - Event of Default. The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

(a) The failure by RAC to pay any Rent or other sums payable hereunder, including, without limitation, any Impositions, as required under this RAC Agreement when due, and the failure to cure same within five (5) days after the giving of written notice thereof to RAC;

(b) The failure by RAC on or after the Effective Date of this RAC Agreement to perform any representation, warranty, covenant, agreement, or final court order applicable to the Premises required to be performed by RAC under this RAC Agreement (other than as covered or described elsewhere in this Section 10.1) and the failure of RAC to remedy such default within a period of thirty (30) days after written notice to RAC, or such additional time as may be reasonably necessary to remedy such default so long as RAC is at all times diligently and expeditiously proceeding to cure such default and in fact cures such default within a reasonable time; provided, however, that such additional time

beyond thirty (30) days shall not apply to a default that creates a present danger to persons or property or that materially or adversely affects the City's interest in the Premises or the Airport, or if the failure or default by RAC is one for which the City (or any official, employee or other agent) may be subject to fine or imprisonment.

(c) The abandonment or vacation of the Premises during the Term for a period in excess of seven (7) consecutive days;

(d) If RAC shall suffer or permit any lien or encumbrance to attach to the Premises and/or CRCF or the leasehold interest of RAC and RAC shall not discharge said lien or encumbrance within thirty (30) days following written notice thereof, or within ten (10) days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur, subject to the provisions of Section 5.6 hereof;

(e) If RAC shall fail to carry all required insurance under this RAC Agreement and such failure continues for (i) thirty (30) days after written notice by the City to RAC, so long as the City receives at least sixty (60) days' written notice from the insurer of any change, cancellation or non-renewal thereof as provided in Subsection 7.3(c) hereof, or (ii) ten (10) days after written notice by the City to RAC, in the event that the City receives less than sixty (60) days' written notice from the insurer of any change, cancellation or non-renewal thereof;

(f) Any material misrepresentation (including by omission) made by RAC in this RAC Agreement or by RAC or any Person having more than a seven and one-half percent (7.5%) direct or indirect ownership interest in RAC in any affidavit, certification, disclosure, or representation made by RAC or any such person relied upon by the City in execution of this RAC Agreement or in approving any request by RAC submitted to the City in accordance with this RAC Agreement;

(g) Failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to this RAC Agreement within the required time period.

(h) The failure to deliver the estoppel certificate requested in Section 15.14 within five (5) days after written notice of failure to deliver within the time period required therein;

(i) The default of RAC under any lease agreement, indemnity agreement, or other agreement RAC may presently have or may enter into with the City during the Term of this RAC Agreement, and failure to cure said default within any applicable cure period. RAC agrees that in case of an Event of Default under this RAC Agreement, the City also may declare a default under any such other agreements;

(j) Any material permit of RAC allowing it to do business in the City or the County has been revoked and is not reinstated within ten (10) days following such revocation;

(k) The filing by RAC of a voluntary petition in bankruptcy occurring on or after the date of this RAC Agreement, or if after the date hereof any involuntary petition in bankruptcy shall be filed against RAC under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof;

(l) On or after the date of this RAC Agreement, the admission, in writing, by RAC of its inability to meet its debts generally as they mature;

(m) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of RAC's assets pursuant to proceedings brought under the provisions of any federal reorganization act on or after the date of this RAC Agreement when possession is not restored to RAC within sixty (60) days after such taking;

(n) The appointment of a receiver on or after the date of this RAC Agreement of all or substantially all of RAC's assets and RAC's failure to vacate such appointment within sixty (60) days thereafter;

(o) The assignment by RAC on or after the date of this RAC Agreement of all or substantially all its assets for the benefit of its creditors; or

(p) Any failure of RAC to comply with the terms and provisions of either the CFC Ordinance or the Bond Ordinance, and the failure of RAC to cure the same within ten (10) days after the giving of written notice thereof to RAC.

Section 10.2 - Remedies. If the City so elects, with or without notice or demand, if an Event of Default occurs, the City may exercise any one or more of the following described remedies, in addition to all other rights and remedies provided elsewhere herein or at law or equity:

(a) The City may terminate this RAC Agreement and the Term created hereby, in which event the City may forthwith repossess the Premises and be entitled to recover forthwith as damages: (i) all of the Rent accrued and unpaid for the period up to and including such termination date; (ii) any other sums for which RAC is liable or in respect of which RAC has agreed to indemnify the City under any provisions of this RAC Agreement which may be then due and owing; (iii) an amount equal to nine (9) months of the total Rent then payable hereunder by RAC at the time of such termination (it being acknowledged and agreed by RAC and the City that, in the event of a termination of this RAC Agreement following a RAC default hereunder, the City will suffer damages in an amount which, due to the special and unique nature of the transaction contemplated by this RAC Agreement and the special and unique nature of the negotiations which preceded this RAC Agreement, will be impractical or extremely difficult to determine, and such amount represents a reasonable estimate of the damages which the City will sustain in the event of a termination of this RAC Agreement following a RAC default hereunder), provided, however, if the City enters into an agreement for the Premises with a new RAC (a "**New RAC Agreement**"), the amount payable under this clause (iii) shall in no event exceed the amount of Rent that would otherwise be due and payable by RAC for the period commencing on the date of termination of this RAC Agreement and continuing through and including the date on which rent commences under such New RAC Agreement; and (iv) any damages in addition thereto, including reasonable attorneys' fees and court costs, which the City sustains as a result of the breach of any of the covenants of this RAC Agreement other than for the payment of Rent;

(b) The City may terminate RAC's right of possession and may repossess the Premises by taking peaceful possession or otherwise as provided in this Section 10.2 without terminating this RAC Agreement or releasing RAC, in whole or in part, from RAC's obligation to pay Rent hereunder for the full Term. Upon and after entry into possession without termination of this RAC Agreement, the City may relet the Premises or any part thereof for the account of RAC, for such rent, for such time, and upon such terms as shall be satisfactory to the City, and the City shall not be required to accept any RAC offered by RAC nor to observe any instructions given by RAC about such reletting. For the purpose of such reletting, the City is authorized to make any reasonably necessary repairs, alterations or additions in or to the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations, and additions and the other expenses of such reletting and of the collection of the rent accruing therefrom to equal or exceed the Rent

provided for in this RAC Agreement for the balance of its Term, RAC shall satisfy and pay such deficiency upon demand therefor;

(c) The right to specific performance, an injunction, or other appropriate remedy;

(d) The right to money damages, including special and consequential damages;

(e) The right to deem RAC non-responsible in future procurements by the City;

(f) In case of a default described in Subsection 10.1(b) relating to RAC's obligations under Article 5 (including with respect to RAC Improvements under Section 5.2 Alterations under Section 5.7), the right to take over construction of work, at RAC's cost. Without limiting any other rights of the City, in the event the City takes over the work, the City shall be entitled to exercise all rights under the collateral assignments and other security granted to or available to City under this RAC Agreement, and sureties thereunder shall remain liable to the City upon such other security, and the proceeds thereof shall become the property of the City;

(g) The right to draw under the Security Deposit or the Letter of Credit, as the case may be, and to use the proceeds thereof, to the extent set forth in Section 5.9 hereof, to pay or reimburse the City for performance of RACs' obligations or compensate the City for any damages owed to the City by RAC. The City agrees that, with respect to any Event of Default hereunder which can be cured to completion by the payment of money, the City shall, before exercising any of its other rights and remedies under this Section 10.2, but without prejudice to any such other rights and remedies, and without limiting RAC's obligation to replenish the same, first draw upon or attempt to draw upon the Security Deposit or the Letter of Credit, as the case may be, and apply the proceeds of such draw towards the cure of such monetary Event of Default; and

(h) The right (but not the obligation) to cure any Event of Default hereunder, and if the City so elects, any and all costs and expenses incurred by the City in curing such default shall be deemed additional Rent hereunder, and shall be paid by RAC to the City within thirty (30) days following the City's invoice therefor, and if not paid within such 30-day period, shall bear interest at the Default Rate.

Section 10.3 - Other Provisions.

(a) If the City exercises the remedies provided for in Subsection 10.2(a) or Subsection 10.2(b) above, RAC shall surrender possession and vacate the Premises or appropriate portion thereof immediately and deliver possession thereof to the City, and RAC hereby grants to the City full and free license to enter into and upon the Premises in such event and take complete and peaceful possession of the Premises, to expel or remove RAC and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation of law.

(b) All property removed from the Premises by the City pursuant to any provisions of this RAC Agreement or by law may be handled, removed, or stored in a commercial warehouse or otherwise by the City at the risk, cost, and expense of RAC, and the City shall in no event be responsible for the value, preservation, or safekeeping thereof. RAC shall pay the City, upon demand, any and all expenses incurred by the City in such removal and storage charges against such property so long as the same shall be in the City's possession or under the City's control. All property not removed from the Premises or retaken from storage by RAC within thirty (30) days after the end of the Term or termination

of RAC's possession by virtue of Section 10.2, however terminated, shall, if the City so elects, be conclusively deemed to have been forever abandoned by RAC, in which case such property may be sold or otherwise disposed of by City without further accounting to RAC.

(c) RAC shall pay all of the City's costs, charges, and expenses, including court costs and attorneys' fees, incurred in successfully enforcing RAC's obligations under this RAC Agreement.

(d) No waiver by the City of default of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by RAC shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions. No failure by the City to timely bill RAC for any rentals, fees, or charges of any kind shall in any way affect or diminish RAC's obligation to pay said amounts. The acceptance of Rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by RAC, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given the City, or as an election not to proceed under the provisions of this RAC Agreement. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, except where rights and remedies are specifically limited as set forth elsewhere in this RAC Agreement.

Section 10.4 - Further Right to Terminate. If the City's exercise of its remedies pursuant to Section 10.2 shall be stayed by order of any court having jurisdiction over any proceeding described above, or by federal or state statute, or if the trustee appointed in any such proceeding, RAC or RAC as debtor-in-possession shall fail to assume RAC's obligations under this RAC Agreement within the period prescribed therefor by law or within one hundred twenty (120) days after entry of the order for relief or as may be allowed by the court, or if said trustee, RAC or RAC as debtor-in-possession shall fail to provide adequate protection of the City's right, title, and interest in and to the Premises or adequate assurance of the complete and continuous future performance of RAC's obligations under this RAC Agreement as provided in Section 10.5 below, then the City, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, and after the expiration of any such stay, shall have the right, at its election, to terminate this RAC Agreement on five (5) days' written notice to RAC, RAC as debtor-in-possession or said trustee, and upon the expiration of said 5-day period, this RAC Agreement shall cease and expire as aforesaid, and RAC, RAC as debtor-in-possession or said trustee, as the case may be, shall immediately quit and surrender the Premises as aforesaid.

Section 10.5 - Adequate Protection. If an order for relief is entered or if a stay of proceeding or other acts becomes effective in favor of RAC or RAC's interest in this RAC Agreement, in any proceeding which is commenced by or against RAC under the present or any future applicable federal Bankruptcy Code or any other present or future applicable federal, state, or other Law, the City shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy code, Law or this RAC Agreement, including, without limitation, such rights and remedies as may be necessary to adequately protect the City's right, title, and interest in and to the Premises, or any part thereof, or adequately assure the complete and continuous future performance of RAC's obligations under this RAC Agreement. Adequate protection of the City's right, title, and interest in and to the Premises, and adequate assurance of the complete and continuous future performance of RAC's obligations under this RAC Agreement shall include, without limitation, the following requirements:

(a) that RAC shall duly and timely comply with all of its obligations under this RAC Agreement, including, but not limited to, the payment of Rent in accordance with the terms of this RAC Agreement;

(b) that RAC shall continue to use the Premises for the Permitted Use in the manner required by this RAC Agreement;

(c) that the City shall be permitted to supervise the performance of RAC's obligations under this RAC Agreement;

(d) that RAC shall hire such security personnel as may be necessary to insure the adequate protection and security of the Premises; and

(e) that if RAC's trustee, RAC, or RAC as debtor-in-possession assumes this RAC Agreement and proposes to assign the same (pursuant to Title 11 U.S.C. 365, as the same may be amended) to any person or entity who shall have made a bona fide offer to accept an assignment of this RAC Agreement on terms acceptable to the trustee, RAC, or RAC as debtor-in-possession, then notice of such proposed assignment, setting forth: (i) the name and address of such person or entity; (ii) all of the terms and conditions of such offer; and (iii) the adequate assurance to be provided the City to assure such person's or such entity's future performance under the RAC Agreement, including, without limitation, the assurances referred to in Title 11 U.S.C. 365(b)-(d) (as they may be amended), shall be given to the City by the trustee, RAC, or RAC as debtor-in-possession no later than twenty (20) days after receipt by the trustee, RAC, or RAC as debtor-in-possession of such offer, but in any event no later than thirty (30) days prior to the date that the trustee, RAC, or RAC as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and the City shall thereupon have the prior right and option, to be exercised by notice to the trustee, RAC, or RAC as debtor-in-possession prior to the effective date of such proposed assignment, to accept an assignment of this RAC Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person or entity, less any brokerage commissions and other expenses which may be payable out of the consideration to be paid by such person or entity for the assignment of this RAC Agreement. No guaranty from a guarantor shall be extinguished, modified, or prohibited in case RAC becomes the subject of or seeks relief under any federal or state bankruptcy or insolvency laws, and RAC shall not take a position to the contrary.

Section 10.6 - Force Majeure Delay. No party shall be deemed to be in default in the performance of any obligation created under or pursuant to this RAC Agreement, other than an obligation requiring the payment of a sum of money (which shall not be subject to Force Majeure Delay), if and as long as non-performance of such obligation shall be directly caused by Force Majeure Delay, and the time limit for such performance shall be extended for a period equal to the period of any such Force Majeure Delay (except and to the extent this RAC Agreement provides for a limit or restriction on Force Majeure Delay). However, if in an emergency situation non-performance is due to a Force Majeure Delay which does not affect a self-help remedy which may be otherwise exercised by City under Section 11.2 for such non-performance, then notwithstanding such Force Majeure Delay, the City shall still be entitled to such remedy with respect to those obligations to have been performed by the Non-Performing Party which are the subject of Force Majeure Delay. When it becomes aware of Force Majeure Delay, the party experiencing Force Majeure Delay shall notify the other party in writing of the existence and nature of any Force Majeure Delay within a reasonable time after the onset of any such Force Majeure Delay. The party experiencing Force Majeure Delay shall, from time to time upon written request of the other party, keep such other party fully informed, in writing, of all further developments concerning such Force Majeure Delay.

ARTICLE 11
SPECIAL RIGHTS OF THE CITY

Section 11.1 - City's Reserved Rights. All rights not expressly granted to RAC herein are reserved by the City, including, without limitation, the following rights (which may be exercised by the City's officers, employees, agents, licensees, contractors, or designees):

(a) rights to air or space above the top level of the Premises. Such right shall include, without limitation, the right to construct improvements above such level (which may include a transit system) and install structural supports for such improvements in, on, or under the Premises and/or CRCF Property, after reasonable notice to RAC and provided RAC's business in the Premises is not interfered with materially and unreasonably as a result of such construction, and any such supports occupy an immaterial portion of the Premises. In such event, the City shall be responsible for constructing, at no cost or expense to RAC, any and all structural supports, modifications, or additions to the Premises to the extent reasonably required in connection with such additional improvements, and the City shall further be responsible for repairing, at no cost or expense to RAC, any and all damages to the Premises to the extent caused by or arising in connection with the City's construction of such additional improvements;

(b) upon notice to RAC, to install and maintain signs on the Premises (other than the RAC Improvements);

(c) to enter the Premises and perform tests and other activities as described in Section 14.3, Section 14.5, and Section 14.7;

(d) to exhibit the Premises at reasonable hours or for other reasonable purposes, upon the giving of reasonable notice, and to decorate, remodel, repair, alter, or otherwise prepare the Premises for reoccupancy at any time after RAC vacates or abandons the Premises;

(e) to maintain, replace, repair, alter, construct, or reconstruct existing and future utility, mechanical, electrical, and other systems, or portions thereof, on the Premises, including, without limitation, systems for the supply of heat, water, gas, fuel, and electricity, and for the furnishing of sprinkler, sewerage, drainage, and telephone service, including all related lines, pipes, mains, wires, conduits, and equipment. If the City is performing any such activity on the Premises, the City shall provide reasonable advance notice to RAC. In the exercise of such rights, the City shall not unreasonably interfere with the business conducted by RAC in the Premises, and the City shall restore the Premises to their condition immediately prior to the exercise of such rights;

(f) to exercise such other rights as may be granted the City elsewhere in this RAC Agreement;

(g) upon the giving of reasonable notice, RAC shall allow the City, and its officials, officers, agents, employees, and contractors, reasonable access to the Premises for the purpose of examining the same to ascertain if RAC is performing its obligations under the RAC Agreement, and for conducting tests and inspections for any other reason deemed reasonably necessary by the City under the RAC Agreement;

(h) [Intentionally Omitted]; and

(i) the right to, at any time after not less than sixty (60) days' notice to RAC, adjust the assigned pickup and drop-off locations for shuttle bus vehicles in connection with the Common Use

Transportation System or the ATS or throughout the Airport to further the efficient utilization of the Airport and its facilities and customer convenience; provided, the City and RAC each agree to first consult with the other party hereto in advance of any such adjustment of modification, and to reasonably cooperate in connection with any such adjustments or modifications.

All such rights in this Section 11.1 shall be exercisable without notice (except as expressly provided in this Section 11.1) and (so long as such rights are exercised in accordance with the conditions set forth above, if any, for exercise of such rights) without liability to RAC for damage or injury to property, person, or business, and without effecting an eviction or disturbance of RAC's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of RAC's obligations under this RAC Agreement. Notices under this Section 11.1 may be given verbally in an emergency or where entry does not materially affect RAC's use and occupancy. Reasonable notice shall in no event require more than twenty-four (24) hours' notice.

Section 11.2 - City's Right to Perform RAC's Obligation. In an emergency situation or upon occurrence of an Event of Default, the City may (but shall not be obligated so to do), and without waiving or releasing RAC from any obligation of RAC hereunder, make any payment or perform any other act which RAC is obligated to make or perform under this RAC Agreement in such manner and to such extent as the City may deem desirable; and in so doing the City shall also have the right to enter upon the Premises for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by the City, together with interest thereon at the Default Rate, shall be deemed additional rent hereunder and shall be payable to the City upon demand as additional rent (provided, however, that no interest shall accrue on such sums if so incurred due to an emergency situation, and not as a result of an Event of Default by RAC hereunder, so long as RAC pays such sums to the City within thirty (30) days following the City's written invoice therefor). The City shall use reasonable efforts to give prior notice (which may be oral) of its performance, if reasonably feasible under the circumstances. The performance of any such obligation by the City shall not constitute a waiver of RAC's default in failing to perform the same. Inaction of the City shall never be considered as a waiver of any right accruing to it pursuant to this RAC Agreement. The City, in making any payment hereby authorized: (a) relating to Impositions, may do so according to any bill, statement, or estimate, without inquiry into the validity of any such Impositions or claims thereof; (b) for the discharge, compromise, or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of improvements to the Premises or the repair, maintenance, or reconstruction of the Premises or the payment of operating costs thereof; may do so in such amounts and to such persons as the City reasonably may deem appropriate. Nothing contained herein shall be construed to require the City to advance monies for any purpose. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of RAC or any other occupant of the Premises or any part thereof, by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies, and equipment into or through the Premises during the course thereof in connection with City's actions under this Section 11.2, and the obligations of RAC under this RAC Agreement shall not thereby be affected in any manner.

Section 11.3 - Restrictions on City.

(a) Except as otherwise expressly provided in this RAC Agreement, and except as may otherwise be agreed by the parties hereto, the City agrees that use of the Premises during the Term hereof shall be limited to RAC.

(b) The City agrees that from and after the Effective Date, no Off-Airport RACs will be permitted to participate in the planning process for the Joint Use Facility.

(c) The City agrees that from and after the Rent Commencement Date and continuing for the remainder of the Term hereof (and except in the event of a fire, casualty, condemnation, or other Force Majeure Delay affecting the CRCF), (i) the City will not permit any rental car service counters in the Terminal, (ii) the City will require all RACs to transport all of their respective rental customers between the CRCF and the Terminal by use of the ATS (except as expressly permitted to the contrary under Subsection 2.14 hereof or as may be expressly permitted otherwise under each such License), (iii) the City will require all Off-Airport RACs to transport all of their respective rental customers between their respective customer facilities and the CRCF, and not directly to or from the Terminal (and RAC shall cooperate with the City at all times in connection therewith), and (iv) except to the extent otherwise expressly authorized by the City or as may be expressly permitted otherwise under each such License, no RAC or Off-Airport RAC will be allowed to pickup or drop off its customers at the Terminal except by use of the ATS.

ARTICLE 12
CONDEMNATION

Section 12.1 - Procedure. In the event that at any time during the Term of this RAC Agreement, all or a portion of the Premises, or all access thereto, or RAC's entire leasehold interest in all or a portion of the Premises pursuant to this RAC Agreement, is taken or damaged by the exercise of power of eminent domain by any condemning authority ("**Condemnation Proceedings**"), then (whether or not this RAC Agreement terminates by operation of law upon the exercise of such power), the share of any award resulting to the City or RAC for the taking of their respective interests in and to the Premises or damages resulting to their respective interests by reason of the exercise of such power of eminent domain, shall be separately determined by the court having jurisdiction, not by the jury, and separate judgments with respect to such damages to the City and RAC, respectively, and to each of their respective interests, shall thereafter be made and entered. The City and RAC shall make such requests and petitions to the court as are consistent with the foregoing procedure. Notwithstanding anything in this Article 12 to the contrary, while the Bonds remain outstanding, the terms and provisions of the Bond Indenture and the other Bond Documents shall govern and control in the event of any Condemnation Proceedings affecting all or any portion of the Premises, the Joint Use Facility, and/or the Joint Use Facility Property.

Section 12.2 - Total Taking. In the event that: (a) all of the Premises are sought to be taken by the exercise of the power of eminent domain; or (b) under the threat of condemnation, all of the Premises are conveyed to a condemning authority pursuant to an agreement between the City, RAC, and such condemning authority; or (c) a portion of the Premises are taken by eminent domain or conveyed as aforesaid under threat of condemnation and the remainder of the Premises are not capable of being restored to a condition as may be reasonably required to fulfill the intent and purpose of this RAC Agreement; or (d) all of the Premises are taken by the exercise of the power of eminent domain for occupancy by a condemning authority for a temporary period and such temporary period extends beyond the date of the termination of this RAC Agreement; this RAC Agreement shall terminate effective upon the date that the condemning authority legally acquires the right of possession to the Premises. In the event of termination of this RAC Agreement as aforesaid, Base Rent, Impositions, and any other sum or sums of money and other charge whatsoever provided in this RAC Agreement to be paid by RAC shall be paid by RAC up to the date of such termination. The amount of compensation and damages resulting to the City and RAC and respectively and to their respective interests in and to the Premises and in and to and in connection with this RAC Agreement in the event of termination of this RAC Agreement as aforesaid shall be determined in accordance with the provisions of Section 12.1 hereof.

In the event of a taking of the Premises described in this Section 12.2 and the termination of the RAC Agreement as aforesaid, the entire award shall be disbursed as follows:

(a) The City shall first be paid that portion of the award which represents the value of the City's interest in the Premises, and the CRCF Project.

(b) The balance of any such award shall then be paid to RAC after first deducting the following items (i) and (ii):

(i) The amount of Base Rent, Facility Rent, and any other amount due and owing up to the date the condemning authority legally takes possession of the Premises, which shall be paid to the City;

(ii) All Impositions which under the terms of this RAC Agreement are provided to be paid by RAC, which shall either be paid to the City to be used for the intended purpose or shall be applied directly to the payment of such Impositions.

Section 12.3 - Partial Taking. In the event that less than the entire Premises and access thereto or RAC's leasehold interest in less than the entire Premises and access thereto is taken permanently by the exercise of the power of eminent domain, and if the remainder of the Premises are capable of being restored to a condition reasonably required to fulfill the intent and purpose of this RAC Agreement, then in such event, this RAC Agreement shall not terminate but shall remain in full force and effect and RAC shall continue to perform and observe all of the obligations of RAC hereunder, including the obligations to pay Base Rent and Impositions as provided herein, and shall restore the Premises to a condition required to fulfill the interest and purpose of this RAC Agreement. However, effective as of the date the condemning authority legally acquires the right of possession to such portion of the Premises so taken and continuing thereafter during the remainder of the Term, Base Rent payable by RAC during the remainder of the Term of this RAC Agreement shall be adjusted solely by reducing the area of the Premises used in calculating Base Rent by that portion of the land area of the Premises used in calculating Base Rent which was taken by Condemnation Proceedings. The value of the RAC's interest shall not include any money to pay Base Rent in the future (and any such amount allocated to RAC shall be paid to the City).

In the event of such a partial taking, the City shall first be paid that portion of the award which represents the value of its interest in and to the Premises as may have been taken as a result of such partial taking. Next, RAC shall first be paid an amount of any award in trust sufficient to undertake the complete restoration of the Premises as may be necessary as a result of such partial taking, after deducting therefrom and paying to or applying for the benefit of the City the amounts set forth in subparagraphs (i) and (ii) in Section 12.2 hereof. RAC shall be entitled to receive and retain any balance remaining of such award made as a result of such partial taking. If the proceeds are insufficient to complete restoration of the Premises, RAC shall nevertheless perform such restoration at its cost, in accordance with the provisions of Article 5 of this RAC Agreement.

Section 12.4 - Temporary Takings. If the temporary use of the whole or any part of the Premises shall be taken by Condemnation Proceedings as hereinabove referred to for a period which does not extend beyond the Term of this RAC Agreement, this RAC Agreement shall not terminate by reason thereof and RAC shall continue to pay in full the Rent, Impositions, and other charges herein provided to be paid or assumed or reimbursed by RAC, and, except only to the extent that RAC is prevented from so doing by reason of any order of the condemning authority, RAC shall continue to perform and observe all of the covenants, conditions, and obligations hereof which are herein provided to be observed or performed by RAC, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such temporary taking, whether paid or by way of damages, rent, or otherwise shall be received, held and disbursed in the manner following:

(a) An amount equal to the sum of (x) the Base Rent for the entire period of such temporary use or taking, plus (y) the estimated amount of the Facility Rent and Impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to the City and shall be from time to time applied to the payment of Base Rent, Facility Rent, and Impositions as the same from time to time become due and payable;

(b) The amount jointly agreed upon by the City and RAC as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Premises and Improvements as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes (and if no agreement is reached, then the City may deduct and retain an amount reasonably estimated by the City); and

(c) The remainder shall be paid over to and become the property of RAC; however, the amount of any Rent or other charges then owing by RAC to the City under the provisions of this RAC Agreement, together with all unpaid Impositions, and the amount so deducted shall be paid to or upon the order of the City.

Section 12.5 - Taking Upon Possession. The Premises or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority; provided, however, any valuation of the City's or RAC's interests shall be as of the date of the filing of Condemnation Proceedings.

Section 12.6 - No Restriction. Nothing in this RAC Agreement or the existence of this RAC Agreement shall be construed to restrict or in anyway interfere with the exercise of eminent domain by the County. Notwithstanding anything herein to the contrary, the City agrees that it shall not voluntarily commence or seek commencement of Condemnation Proceedings against the Premises except to the extent that the City, in connection with such Condemnation Proceedings (i) reimburses RAC for the then-unamortized costs and expenses of any and all RAC Improvements constructed in the Premises, or any portion thereof, by RAC and each such RAC (with such RAC Improvements being amortized on a straight-line basis over a period of thirty (30) years at a rate equivalent to the Discount Rate), and (ii) makes available to RAC reasonable alternate space for the provision of rental car services by RAC to customers at the Airport.

Section 12.7 - Taking of RAC's Entire Leasehold Interest. In the event of a taking of RAC's entire leasehold interest hereunder, whether or not there is a taking of the underlying fee interest, the value of such leasehold interest shall be the difference between the fair cash rental value of the Premises as improved and the Rent reserved under this RAC Agreement (including Base Rent and Facility Rent), and including payment of Impositions, discounted for the present value at the Discount Rate.

ARTICLE 13
SUBLEASE AND ASSIGNMENT OF PREMISES

Section 13.1 - General. Except as otherwise set forth in this Article 13, RAC shall not, without the prior written consent of the City in each instance: (a) assign, transfer, mortgage, pledge, hypothecate, or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this RAC Agreement or any interest under it (including any sublease or easement); (b) allow to exist or occur any transfer of or lien upon the Premises, this RAC Agreement, or RAC's interest herein by operation of law; (c) sublet the Premises or any part thereof; or (d) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for herein or by anyone other than RAC. The requirements of this Article 13 shall apply to any transaction or series of transactions that shall have the same effect as any of

the aforementioned occurrences, and in no event shall this RAC Agreement be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this RAC Agreement or any rights or privileges hereunder be an asset of RAC under any bankruptcy, insolvency or reorganization proceedings. The City may withhold its consent to any of the acts described in Subsection 13.1(a), Subsection 13.1(b), Subsection 13.1(c), or Subsection 13.1(d) in its sole and absolute discretion; provided however, the City agrees not to withhold its consent unreasonably to a sublease or assignment to a Related Party (as defined in Section 13.2 hereof) on the terms set forth in said Section 13.2. RAC shall not grant a leasehold mortgage without the City's prior written consent, which consent may be withheld or conditioned in the City's sole and absolute discretion. The City's right to consent under this Article 13 applies to assignment of any Space Lease or to sublease or transfer of any interest in a Space Lease or subleased Premises. Notwithstanding the foregoing, in no event shall RAC sublease the Premises, or any portion thereof, to any entity other than a RAC, except in conjunction with a re-bidding as contemplated under Section 3.5 hereof.

Section 13.2 - Notice and Consent. The term "**Related Party**" means: a Person controlling, controlled by, or under common control of, or in partnership with common control with, the original named RAC under this RAC Agreement, or which acquires all of the assets of the original RAC, or which results from a merger or consolidation with the original RAC. As used in the term "Related Party", "control" means ownership of the (a) managing partner interests in a partnership, (b) managing member interests in a limited liability company, or (c) more than fifty percent (50%) of the voting stock in a corporation. RAC shall notify the City in writing ("**Notice of Subletting or Assignment**") of the proposed commencement date of the assignment or subletting, and shall include the name and address of the proposed subtenant or assignee, a true and complete copy of the proposed sublease or assignment, and all related documents, and a financial statement of the subtenant or assignee, disclosures and information required under Section 6.1 and Section 6.2 hereof, documentation consistent with that required by Subsection 15.12(b)(i) through Subsection 15.12(b)(v) hereof, as applicable to its form of business organization, representation and warranties under Section 15.16 hereof, and such other information as may be required by the City. RAC agrees that the withholding by the City of its consent will be deemed reasonable if: (i) the proposed assignee or subtenant is not sufficiently financially responsible, experienced, and capable in the City's sole judgment to operate and use the Premises for the Permitted Use in a manner required hereunder; (ii) the use of the Premises by the proposed assignee or subtenant would, in the City's judgment, adversely affect the operation of the Airport or the Premises; (iii) the proposed assignee or subtenant is in default under any agreement with the City; (iv) the proposed assignee or sublessee would not provide the same employment opportunities at the Premises, would not conduct aviation related business, or would not generate comparable economic benefits to the City or the Airport; (v) there is then in existence an Event of Default, or there exists a set of circumstances which, with the giving of notice or the passage of time, will constitute an Event of Default; (vi) any of the terms or provisions of the assignment or transfer submitted to the City are not the same as given the City in the Notice of Subletting or Assignment; (vii) the proposed assignee or subtenant does not comply with the provisions of Section 6.1 and Section 6.2 hereof; or (viii) if, in the City's sole judgment and discretion, the assignee or subtenant is not capable of performing or is not sufficiently qualified to perform RAC's obligations under Article 14 hereof. RAC may not assign its right, title and interest under this RAC Agreement prior to Substantial Completion of all of the RAC Improvements. Following approval by the City of any sublease or assignment, RAC shall deliver the final form of sublease or instrument of assignment to the City no later than thirty (30) days prior to the proposed commencement of such sublease or assignment.

Section 13.3 - Effect of Consent. Consent by the City to any assignment or sublease shall not operate to relieve, release, or discharge the RAC making such assignment or sublease of or from any obligations, whether past, present, or future, under this RAC Agreement, and such RAC shall continue fully liable hereunder except to the extent, if any, expressly provided for in such consent. Upon any such

permitted assignment, the term "RAC" as used in this RAC Agreement shall refer to the assignee holding the leasehold estate under this RAC Agreement (except as otherwise specifically provided herein), provided that the assignor RAC shall remain jointly and severally liable for the obligations of RAC under this RAC Agreement. Consent by the City in any one instance shall not be deemed to be a consent to or relieve RAC from obtaining the City's consent to any subsequent assignment or subletting. Consent by the City shall be conditioned upon agreement by the subtenant or subtenants or assignees to comply with and be bound by all of terms, covenants, conditions, provisions, and agreements of this RAC Agreement to the extent of the space sublet or assigned, and an agreement that the City shall have the right, but not the obligation, to enforce the terms and provisions of any such assignment or sublease affecting the City's interests and RAC shall deliver to the City within thirty (30) days after execution, an executed copy of each such sublease or assignment containing an agreement of compliance by each such subtenant and assignee. RAC shall pay all of the City's costs, charges, and expenses, including attorney's fees, incurred in connection with any assignment or sublease requested or made by RAC.

Section 13.4 - Changes in Ownership Interest in RAC. RAC acknowledges that the City is entering into this RAC Agreement with RAC based upon the information contained in its disclosure of direct and indirect ownership interests in RAC furnished prior to execution of this RAC Agreement or from time to time thereafter. If at any time there is a change in the direct or indirect ownership interests in RAC which would change the information set forth in the prior disclosure statement, RAC shall furnish the City an updated disclosure statement. At the City's election, in addition to any rights it may otherwise have under this Article 13, upon any such change in ownership interest, the City may treat such change as an assignment of this RAC Agreement by RAC subject to the City's approval.

Section 13.5 – Operating Agreement.

(a) Prior to or concurrently with the execution of this RAC Agreement, RAC and the other RACs then (or that will be) operating and occupying a portion or portions of the CRCF from time to time pursuant to valid RAC Agreements will enter into an operating agreement (the "**Operating Agreement**") which provides, among other things, for (i) the maintenance, repair, and replacement of the QTA pursuant to, and in accordance with, the terms and provisions of this RAC Agreement and the other RAC Agreements then (or to be) in effect, and (ii) the allocation and assumption of joint and several liability for Rent and other sums due and payable by RAC hereunder and rent and other sums due and payable by the other RACs then (or that will be) operating and occupying a portion or portions of the CRCF from time to time pursuant to valid RAC Agreements under such agreements, all as more specifically described in Section 4.14 hereof, as well as joint and several liability for the maintenance, repair, and replacement of the QTA in accordance with the terms and provisions of this RAC Agreement and the other RAC Agreements in effect from time to time.

(b) The Operating Agreement shall be reasonably acceptable to the City in form and substance and shall remain in full force and effect, and shall not dissolve or be terminated, during the Term. The Operating Agreement shall provide for execution of additional agreements or other operative documents to provide for the parties' rights and obligations relating to RAC and the Premises. The Operating Agreement shall provide for the circumstance when a new RAC replaces an existing RAC when the existing RAC's RAC Agreement is terminated due to the new RAC outbidding the existing one with respect to the minimum annual guarantee fee under a RAC Agreement, including admission of the new RAC, withdrawal of the displaced RAC, and a possible requirement that the new RAC pay to the displaced RAC the unamortized costs of improvements to the Premises made by the displaced RAC, less costs of removal of the displaced RAC's proprietary trade fixtures. Further, the Operating Agreement shall provide for the circumstance when, following a termination of a RAC Agreement due to default by the RAC thereunder, the City either replaces the RAC with a new RAC by entering into a new RAC Agreement or, until replacement, permits the terminated RAC's spaces and areas to be re-allocated among

the remaining RACs comprising RAC in a manner approved by the City. The Operating Agreement shall also provide for the circumstance where the City, at its sole option, may require the addition of another RAC to RAC from time to time. Once a RAC's RAC Agreement is terminated, the City shall not permit it to occupy any portion of the Premises.

(c) [Intentionally Omitted]

(d) The Operating Agreement shall acknowledge this RAC Agreement, be consistent with this RAC Agreement, and require RAC and the other RACs to comply with the terms of this RAC Agreement or such other RAC Agreement, as the case may be. The Operating Agreement shall require the RACs to give notice to the City of any default by RAC thereunder and provide the City with the option to elect to cure any such default within a period commensurate with any cure period given to RAC under the Operating Agreement. In addition to the foregoing, the Operating Agreement shall prohibit the RACs from paying any amounts owed thereunder which have been assigned to the City more than thirty (30) days in advance, shall be expressly subordinated to this RAC Agreement, and all rights of occupancy granted under the Operating Agreement shall terminate upon termination of the RAC Agreement (provided that such RAC shall have such rights, upon termination, as may be set forth in any other separate agreement with the City).

(e) RAC shall promptly notify the City of any non-payment of Revenues (to the extent that RAC has actual knowledge of any such non-payment of Revenues) or other default by an RAC under the Operating Agreement or of any notice of default received by RAC under the Operating Agreement.

Section 13.6 - Transfer by the City. The City shall have the right, at any time and at its sole option, to sell, transfer, or otherwise convey its right, title, and interest in and to this RAC Agreement and/or all or any portion of the CRCF or the Premises, other than to an RAC, an Off-Airport RAC, an affiliate of either an RAC or an Off-Airport RAC, or a direct competitor of any RAC, and in the event of any such sale, transfer, or conveyance by the City, the same shall operate to release the City from any future obligations and any future liability for or under any of the covenants or conditions, express or implied, herein contained in favor of RAC, and in such event, and with respect to such obligations, covenants, and conditions, RAC agrees to look solely to the successor in interest of the City in and to this RAC Agreement. This RAC Agreement shall not be affected by any such sale, conveyance or transfer.

ARTICLE 14
HAZARDOUS SUBSTANCES

Section 14.1 - Defined Terms.

(a) "**Claim**" shall mean any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to person or property, damages to natural resources, fines, penalties, interest, or losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law against RAC or against or with respect to any part of the Premises or any condition, use, or activity on the Premises (including any such action against the City), and any claim at any time threatened or made by any person against RAC or against or with respect to the Premises or any condition, use, or activity on the Premises

(including any such claim against the City), relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or in any way arising in connection with any Hazardous Material or any Environmental Law.

(b) "**Environmental Assessment**" shall mean a report (including all drafts thereof) of an environmental assessment of the Premises of such scope (including, but not limited to, the taking of soil borings and air and groundwater samples and other above and below ground testing) as may be recommended by a licensed consulting firm acceptable to the City and made in accordance with the recommendations of such consultant.

(c) "**Environmental Damages**" shall mean all Claims, demands, liabilities (including strict liability), losses, damages, causes of action, judgment, penalties, fines, costs and expenses (including fees, costs, and expenses of attorneys (whether incurred at, before or after any trial, proceeding, or appeal therefor, and whether or not taxable as costs), witnesses, consultants, contractors, experts ad laboratories, deposition costs, and copying and telephone charges), of any and every kind or character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, whether before, on or after the Expiration Date (other than any Pre-Existing Condition) to the extent arising from one or more of the following:

(i) the presence of any Hazardous Material on the Premises on or before the Expiration Date in violation of or requiring clean-up under any Environmental Law, or any escape, seepage, leakage, spillage, emission, release, discharge, or disposal of any Hazardous Material on or from the Premises, or the migration or release or threatened migration or release of any Hazardous Material to, from, or through the Premises before, on, or after the Expiration Date, including, but not limited to, any matters set forth in the Existing Environmental Report (as hereinafter defined); or

(ii) any act, omission, event, or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport, or disposal of any Hazardous Material which is at any time before, on, or after the Expiration Date present on the Premises; or

(iii) the breach of any representation, warranty, covenant, or agreement contained in Article 14 of the RAC Agreement; or

(iv) any Claim, or the filing or imposition of any environmental lien against the Premises, because of, resulting from, in connection with, or arising out of any of the matters referred to in subsections (i) through (iii) above, and including, but not limited to: (1) injury or damage to any person, property, or natural resource occurring on or off of the Premises, including, but not limited to, the cost of demolition and rebuilding of any improvements on real property; (2) the investigation or remediation of any such Hazardous Material or violation of Environmental Law, including, but not limited to, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring, or similar work required by any Environmental Law (including any of the same in connection with any foreclosure action or transfer in lieu thereof); (3) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the foregoing; (4) the investigation and defense of any

Claim, whether or not such Claim is ultimately defeated; and (5) the settlement of any Claim or judgment.

(d) "**Environmental Law**" shall mean any Federal, state, or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("**CERCLA**"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"); the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(e) "**Hazardous Material**" shall mean any substance, whether solid, liquid, or gaseous, which is listed, defined, or regulated as a "hazardous substance," "hazardous waste", or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

(f) "**On**" when used with respect to the Premises or any property adjacent to the Premises, means "on, in, under, above, or about."

(g) "**Pre-Existing Condition**" shall mean the presence of any Hazardous Material on the Premises prior to the date on which RAC first enters onto the Premises and commences performance of the RAC Improvements therein, as more specifically described and set forth in the Existing Environmental Report (as hereinafter defined) or the New Environmental Report (as hereinafter defined), as the case may be.

(h) "**Release**" or "**Released**" shall have the meaning set forth in CERCLA, including, but not limited to, any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(i) "**Response**" or "**Respond**" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Material or prevent or abate any public nuisance.

(j) "**Special Waste**" shall have the meaning set forth in 415 ILCS 5/3.45, as amended from time to time.

Section 14.2 - RAC's Obligations with Respect to Environmental Matters.

(a) During the Term: (i) RAC shall at its own cost comply with all Environmental Laws; (ii) RAC shall not handle, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon Hazardous Materials or authorize any of such activities on the Premises, including installation of any USTs, except as otherwise permitted in Subsection 14.2(b) hereof, and in any case without prior written disclosure to the City (other than for Hazardous Materials expressly permitted under Subsection 14.2(b) hereof); (iii) RAC shall not take any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment, or disposal of Hazardous Materials; (iv) RAC shall not dispose of Hazardous Materials in dumpsters provided by the City for RAC's disposal of ordinary refuse; (v) RAC shall not discharge Hazardous Materials into drains or sewers; (vi) RAC shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises; (vii) RAC shall at its own cost arrange for the lawful transportation and off-site disposal at a properly permitted facility of all Hazardous Materials that it generates or Releases; (viii) RAC keep such records and obtain such permits as may be required for RAC's activities under Environmental Laws; and (ix) RAC shall comply with any applicable Airport stormwater pollution prevention plan and spill prevention control and countermeasures plan in effect from time to time.

(b) Notwithstanding the foregoing, RAC may use and dispose of on the Premises those Hazardous Materials normally used in connection with fueling, washing, servicing, and repairing Motor Vehicles, as well as cleaning products normally and customarily used in maintaining and cleaning the Premises, as part of the Permitted Use so long as RAC's use, storage, disposal, and transportation of such Hazardous Materials complies in all respects with all applicable Environmental Laws. RAC shall establish and provide upon the request of the City written operating procedures for review and comment by the City covering the operation of fleet vehicles and the receipt, storage, and dispensing of Motor Vehicle fuel, including the operations and recordkeeping procedures applicable to fleet vehicles and the installation, maintenance, safety checks, and safety procedures applicable to storage and dispensing equipment. RAC may also conduct such handling, storage, and disposal on the Premises of any Hazardous Materials which RAC may lawfully transport in the ordinary course of its business operations; provided, however, that all such handling, storage, disposal, and transportation on the Premises shall comply in all respects with applicable Environmental Laws. Said procedures and equipment shall comply with the applicable Laws and standards of the federal, state, and local governmental bodies having jurisdiction over said fuel and fuel dispensing procedures, equipment, or facilities.

Section 14.3 - Site Assessments and Information.

(a) RAC acknowledges that it has received from the City that certain environmental report captioned "Environmental Investigation for the Consolidated Rental Care Facility - Chicago O'Hare Airport - DOA Project No. M5025 - Chicago, Illinois" prepared by O'Brien & Associates, Inc. as Job No. 05122 dated June 21, 2005 **[OPEN ITEM: Reference Updated Existing Environmental Report]** (the "**Existing Environmental Report**"), and RAC shall be entitled to request, at RAC's sole cost and expense, a reliance letter from the preparer of such Existing Environmental Report for the benefit of RAC. Notwithstanding the foregoing, RAC shall also have the right and option to cause to be conducted at any time during the period commencing on the Effective Date hereof and ending on the one (1) year anniversary of the Effective Date hereof (i) a customary Phase I environmental site assessment (the "**New Phase I Assessment**"), and (ii) solely in the event that the New Phase I Assessment identifies recognized environmental concerns that can reasonably be expected to materially and adversely affect RAC's use and occupancy of the CRCF, a customary Phase II environmental site assessment by the same environmental assessment or engineering firm who performed the New Phase I Assessment (the "**New Phase II Assessment**") (the New Phase I Assessment and the New Phase II Assessment are sometimes

referred to herein, collectively, as the "**New Environmental Report**"). If RAC elects to proceed with the New Environmental Report as provided herein, RAC's Representative shall contract with a duly licensed environmental assessment or engineering firm reasonably acceptable to the City with respect to the New Phase I Assessment and, if applicable, the New Phase II Assessment. The City will thereafter reimburse RAC or RAC's Representative, as the case may be, for the actual, reasonable, documented, out-of-pocket costs and expenses incurred by RAC or RAC's Representative, as the case may be, in connection with such New Phase I Assessment or New Phase II Assessment, as the case may be, within a reasonable time following the City's receipt of RAC's written request therefor, together with final and complete copies of such New Phase I Assessment or New Phase II Assessment, as the case may be. The Pre-Existing Conditions and recognized environmental concerns, if any, specifically identified in such Existing Environmental Report and New Environmental Report, as the case may be, shall, to the extent existing on the Premises as of the Effective Date hereof, constitute the environmental baseline ("**Environmental Baseline**") for the Premises and/or CRCF Property for purposes of this Article 14. To the extent that the New Phase I Assessment and/or the New Phase II Assessment reveals the presence of Hazardous Materials on the Premises which are in excess of limits permitted under applicable Environmental Laws and which require remediation under existing Environmental Laws, the City shall be responsible for performing or causing to be performed, at no cost or expense to RAC, such remediation work as may be required by applicable Environmental Laws in connection therewith, except to the extent that any such Hazardous Materials were released by or at the direction of, or were otherwise caused by or attributable to the acts or omissions of, RAC or any of RAC's members, officers, agents, employees, contractors, guests, invitees, or licensees. RAC understands and agrees that the Existing Environmental Report was made available for informational purposes, and that RAC or RAC's Representative shall be contracting separately for the New Environmental Report, and each of the Existing Environmental Report and the New Environmental Report should be relied on by RAC at its own risk. The findings set forth in each of the Existing Environmental Report and the New Environmental Report are subject to the limitations stated in the Existing Environmental Report or the New Environmental Report, as the case may be, and the information and conclusions stated in each of the Existing Environmental Report and the New Environmental Report have not been verified by the City. The City makes no representations or warranties that the Existing Environmental Report or the New Environmental Report is accurate or complete.

(b) If any Claim is made or threatened, or upon the occurrence of the Expiration Date if requested by the City, RAC will at its expense provide to the City, in each case as soon as is practicable under the circumstances, an Environmental Assessment made after the date of the City's request. RAC shall select the environmental consulting firm to prepare such Environmental Assessment (which consulting firm shall be duly licensed and in good standing, and shall otherwise be reasonably acceptable to the City), will cooperate with such consulting firm making the such Environmental Assessment, and will supply to the consulting firm, from time to time and promptly on request, all information available to RAC to facilitate the completion of the Environmental Assessment. RAC shall use its best efforts to facilitate the City's communication with the consulting firm and, at the City's request, require that the consulting firm permit the City, in writing, to rely on its Environmental Assessment. If RAC fails to furnish the City for its consideration and approval, within thirty (30) days after the City's request, with a copy of a proposed agreement with an acceptable environmental consulting firm to provide such Environmental Assessment, or if RAC fails to furnish to the City such Environmental Assessment within the time hereinabove required, the City may cause any such Environmental Assessment to be made at RAC's sole expense and risk. The City hereby reserves the right to enter upon the Premises at any time and from time to time, upon reasonable notice (which may be written or oral), to make or cause to be made such Environmental Assessment. The City shall use reasonable efforts to coordinate access to the Premises with RAC so as to minimize any disruption of RAC's business created thereby, and shall be responsible for promptly repairing any damages to the Premises to the extent caused by the Environmental Assessment performed by or at the direction of the

City. RAC shall also cooperate in allowing and coordinating such access. The City may disclose any information the City ever has about the environmental condition or compliance of the Premises to Persons or entities whom the City believes would use or need the information for a valid business or governmental purpose and any person to whom the City is required to disclose such information by law (including the Freedom of Information Act or similar requirements), but the City shall be under no duty to disclose any such information except as may be required by applicable Law.

Section 14.4 - Copies of Notices. During the Term, RAC shall promptly provide the City with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any Release of a Hazardous Material on, to, or from the Premises, (ii) the imposition of any lien on the Premises, or (iii) any alleged violation of or responsibility under Environmental Laws.

Section 14.5 - Tests and Reports. RAC shall deliver to the City, within ten (10) days after receipt by RAC, any written report, citation, notice, or other writing, including, without limitation, any Environmental Assessment, having an effect on or relating to the environmental condition of Premises or relating to RAC's compliance with or pursuant to any Environmental Laws. RAC shall deliver to the City written reports and summaries of any substantive oral reports of any environmental consultants which impact the Premises (other than to a de minimis extent) upon RAC's receipt thereof and shall immediately advise the City in writing of any Claim, any Release of a Hazardous Material on, to, or from the Premises, or of the discovery of the existence of any Hazardous Material on the Premises in violation of, or requiring Response under, any applicable Environmental Laws, as soon as RAC first obtains knowledge thereof, including a full description of the nature and extent of the Claim or Hazardous Material and all relevant circumstances. In addition, RAC shall perform or cause to be performed a Phase I environmental assessment or other comparable environmental inspection of the Premises (the "**Final Environmental Report**"), which Final Environmental Report shall be at least substantially similar in scope to the Existing Environmental Report, at any time during the 120-day period prior to the scheduled Expiration Date hereof (or the anticipated termination hereof, if different), which Final Environmental Report shall be performed at RAC's sole cost and expense. In the event that the Final Environmental Report shows any recognized environmental conditions or otherwise indicates the presence or suspected presence of any Hazardous Materials in, on, or under the Premises which were not otherwise contained or referenced in the Existing Environmental Report or the New Environmental Report, as the case may be, or were not otherwise part of the Environmental Baseline hereunder (excepting those items which are the City's responsibility to the extent provided under Subsection 14.7(c) hereof), RAC shall in such event also be required to remove and remediate any such recognized environmental conditions or other Hazardous Materials, as the case may be, required to be removed or remediated by, and in a manner otherwise consistent with, applicable Environmental Laws, and to perform any required restoration of the Premises in connection therewith, all in accordance with the terms and provisions of this RAC Agreement and applicable Environmental Laws. In the event that RAC fails to submit such Final Environmental Report to the City or perform any required remediation work, as the case may be, within sixty (60) days prior to the scheduled Expiration Date hereof (or the anticipated termination hereof, if different), the City shall have the right and option (but not the obligation) to perform or cause to be performed such Final Environmental Report or such required remediation work, as the case may be, at RAC's sole cost and expense, in which event RAC shall, in addition to its other obligations hereunder, reimburse the City for all costs and expenses of such Final Environmental Report or such required remediation work as the case may be, within thirty (30) days following the City's written invoice therefor. Notwithstanding anything to the contrary herein, RAC's remediation, removal and clean-up obligations hereunder shall be limited to

the applicable cleanup standard(s) allowed under Environmental Laws for sites consistent with the use of, and compatible with the current zoning of, the Premises (and, unless otherwise required by applicable Environmental Laws, RAC shall not be required to meet any more stringent standards applicable to residential or agricultural uses).

Section 14.6 - Access and Inspection. The City shall have access to the Premises and to the books and records of RAC relating to Hazardous Materials for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind, and quantity of all products, materials, and substances brought onto the Premises or made or produced thereon. The City shall have the right to enter the Premises upon reasonable prior written notice, except in an emergency, and conduct appropriate inspections or tests in order to determine RAC's compliance with Environmental Laws; provided, the City shall use reasonable efforts to minimize any disruption of RAC's business created thereby, and shall be responsible for promptly repairing any damages to the Premises to the extent caused by the City or the City's contractor in performing such inspections or tests. The City and its agents and representatives shall have the right to take samples, including, without limitation, (a) soil, water, and groundwater samples, in quantity sufficient for scientific analysis of all materials and substances present on the Premises, and (b) samples of products, materials or substances brought onto or made or produced on the Premises by RAC or an occupant claiming by, through or under RAC or otherwise present on the Premises.

Section 14.7 - Obligation to Respond.

(a) If the presence of Hazardous Materials at the Premises (1) gives rise to liability or to a Claim under any Environmental Law, (2) causes a significant public health effect, or (3) creates a nuisance, RAC shall promptly, without cost or expense to the City (except as expressly provided to the contrary in Subsection 14.7(c) hereof), take all applicable action in Response, except as otherwise provided in this Section 14.7. Without limiting the foregoing, if at any time any Hazardous Material is discovered to exist on the Premises in violation of or requiring clean-up under any Environmental Law and regardless of the cause, (except if resulting from a Pre-Existing Condition or migration thereof from adjacent properties as set forth in Subsection 14.7(c) below), then:

(i) RAC shall promptly, without cost or expense to the City (and based on a scope of work and timetable first reviewed and approved by the City), Respond to and dispose of the Hazardous Material in compliance with all applicable Environmental Laws and solely under RAC's name and provide the City with satisfactory evidence thereof; and

(ii) before performing the work, provide the City with a cost estimate, and if requested by the City, provide to the City within ten (10) days of the City's request (or earlier time period prescribed by the City in case of emergency) a letter of credit, financial security, or other written assurance evidencing to the City's reasonable satisfaction that all necessary funds are readily available to pay the costs and expenses of the actions required by subsection (i) above and to discharge any assessments or liens established against the Premises as a result of the presence of the Hazardous Material on the Premises. As soon as practicable after completion of such remedial actions (but not more than thirty (30) days after completion), RAC shall obtain and deliver to the City an Environmental Assessment of the Premises made after such completion, which shall state that all required remedial action as stated above has been taken and successfully completed in compliance with all Environmental Laws, and that there is no evidence or suspicion of any contamination or risk of contamination on the

Premises or any adjacent property in violation of any Environmental Law, with respect to any such Hazardous Material (excluding, however, any Pre-Existing Condition identified in the Existing Environmental Report and comprising part of the Environmental Baseline established thereunder).

(b) The City may, but shall never be obligated to, upon not less than twenty (20) days' prior notice to RAC (or such shorter time period prescribed by the City in case of emergency) and RAC's failure to cure within such time period, Respond to or to cause the Response to the Hazardous Material if RAC fails to promptly commence such Response following discovery and thereafter diligently pursue the same as may be required in Subsection 14.7(a) hereof.

(c) Notwithstanding anything in this Article 14 to the contrary, it is acknowledged and agreed that, except to the extent caused by or arising from the acts or omissions of RAC, or any of its respective officers, agents, employees, contractors, guests, invitees, or licensees, neither RAC, nor any of its respective officers, agents, employees, contractors, guests, invitees, or licensees, shall have any liability for (nor shall RAC be required under Section 14.8 below to indemnify, defend, or hold harmless any Indemnified Party for): (i) any Pre-Existing Condition; (ii) any Release of Hazardous Materials by any third party on properties adjacent to the Premises which affect the Premises or otherwise require a Response with respect to the Premises; or (iii) any Release of Hazardous Materials on the Premises to the extent caused by or otherwise attributable to the acts or omissions of the City or its officials, officers, agents, employees, or contractors. To the extent required by applicable Environmental Laws, the City shall Respond to, and shall be entitled to access the Premises at any time or times upon reasonable prior notice (which may be oral) to RAC to Respond to, any Hazardous Materials arising under subsections (i) or (iii) above (such actions arising under subsections (i) or (iii) above being referred to herein as "**City Response Actions**"); provided, the City shall use reasonable efforts to minimize any disruption of RAC's business in connection with such Response Actions, and shall be responsible for promptly repairing any damages to the Premises to the extent caused by the City or the City's contractor in performing such Response Actions.

Section 14.8 - Environmental Indemnification. In addition to the indemnifications set forth in Section 7.1 hereof, and in accordance with the provisions of said Section 7.1, RAC hereby indemnifies and agrees to defend and hold each Indemnified Party harmless from and against and, if and to the extent paid, reimburse such parties upon demand made in accordance with this Article 14 for, any and all Environmental Damages, including, without limitation, any and all Claims made in connection with the Premises, except to the extent expressly provided to the contrary in Subsection 14.7(c) hereof. Such indemnity shall not apply to a particular Indemnified Party to the extent that such indemnity is void under applicable Law. RAC's obligations under this Article 14 shall survive the termination or expiration of this RAC Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

Section 14.9 - Other Rights. If any conflict exists between the provisions of this RAC Agreement and the provisions of any other agreement between the City and RAC relating to access to the Premises, Claims, or Environmental Damages, the stricter provision shall control. Nothing in this RAC Agreement shall limit or impair any rights or remedies of the City against RAC or any other person under any other agreement, any Environmental Law or otherwise at law or in equity, including, without limitation, any rights of contribution or indemnification. Rights under this Article 14 granted to the City shall be exercisable by the City's officers, employees, agents, licensees, contractors, and designees.

Section 14.10 - Underground Storage Tanks. Without limiting any other obligations it may have pursuant to any Environmental Law, RAC shall comply with all federal, state, and local Laws

regarding the registration, installation, repair, operation, release from upgrading, removal, or abandonment-in-place of any UST existing on the Premises and/or the CRCF, either prior to or at any time on or after the Effective Date, and shall obtain all UST permits or approvals required pursuant to any Environmental Law. It is acknowledged and agreed that, following the initial installation thereof, RAC shall be solely responsible for the use, operation, maintenance, repair, replacement, and removal of any and all such USTs hereunder and that the City assumes no liability or responsibility in connection therewith (provided, the City shall be responsible for correcting, or causing to be corrected, any latent defects to the extent attributable to the initial installation of such USTs for a period equal to the greater of (A) one (1) year following the initial installation thereof, or (B) the period of any third party warranty applicable thereto). Upon

Section 14.11 - Disposal of Materials, Construction and Demolition Debris, Soil and Waste.

(a) Without limiting other provisions of this Article 14 or any other provisions of this RAC Agreement, RAC shall be responsible for the proper disposal of all materials, construction and demolition debris, soil, and other waste generated by the business operations of RAC, and its respective officers, agents, employees, contractors, guests, invitees, or licensees, including, but not limited to, the construction of capital improvements, or any activities as set forth in Section 14.7 hereof, all in accordance with Environmental Laws. RAC shall identify to the City any disposal site or transfer station for materials, debris, soil, or other waste of which RAC is disposing, prior to its disposal, and shall complete and execute any form required by the City identifying such site or station. RAC shall not use or allow to be used for disposal or transfer any site or station not properly licensed. Any substitution, for whatever reason, shall be at RAC's cost. RAC shall pay the cost to remove waste to a properly licensed site or station.

(b) RAC shall notify the City of any community meetings, media involvement, or media coverage related to the loading, hauling, or disposal of materials, construction debris, soil, and other wastes under this RAC Agreement in which RAC is asked to participate.

(c) Non-compliance with the terms and conditions of this Article 14 may affect RAC's eligibility for future contracts or leases.

(d) RAC shall haul materials, including, but not limited to, fuel of any nature, any construction debris, soil, and other wastes in vehicles and containers complying with all applicable Environmental Laws.

Section 14.12 - Miscellaneous Records.

RAC must show evidence to the City of, and keep current throughout the Term of this RAC Agreement, all permits of any kind (including waste hauling, special waste hauling, and disposal permits) and insurance certificates required by federal, state, City, or other local governmental body or agency pursuant to any Environmental Law; copies of all load tickets, manifests, bills of lading, scale tickets, and other pertinent documents, including copies of all permits and licenses for the proposed transfer station or landfill; vehicle maintenance records; safety and accident reports; and records, reports, and permits required by IEPA or OSHA. All such records and accounts shall be subject to review by the City and shall be made available to the City within ten (10) days following written request of the Commissioner, or other shorter reasonable period requested by the Commissioner. The City's review of any such records and accounts shall in no way serve to limit RAC's obligations or liability under the terms and conditions of this RAC Agreement or any Environmental Law.

Section 14.13 - No Liability of the City.

(a) The City shall have no liability to RAC (except as expressly provided in this RAC Agreement), or any permitted subtenant or occupant of the Premises or any portion thereof, or any of their respective members, employees, agents, partners, shareholders, officers, directors, contractors, licensees, or invitees, or other Persons whom RAC has permitted entry or with whom RAC has entered into a contract or understanding (oral or written) to use or occupy the Premises, as a result of Hazardous Materials now or hereafter located on the Premises; provided, the City shall be required to Respond to any City Response Actions to the extent provided under Subsection 14.7(c) hereof.

(b) THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE PREMISES. EXCEPT FOR CITY RESPONSE ACTIONS REQUIRED UNDER SUBSECTION 14.7(C) HEREOF AND THE CITY'S LIABILITY TO THE EXTENT ARISING IN CONNECTION THEREWITH, RAC HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WHICH MAY CURRENTLY EXIST OR WHICH MAY ARISE IN THE FUTURE BY CONTRACT, AT COMMON LAW, IN EQUITY, OR UNDER STATUTE, NOW OR THEN CURRENTLY IN EFFECT, AND WHICH RELATE TO ENVIRONMENTAL CONDITIONS ON, UNDER OR NEAR THE PREMISES.

Section 14.14 - No Waiver. Except as otherwise set forth or provided in this Article 14 or elsewhere in this RAC Agreement, nothing contained in this Article 14 is intended to limit or waive any common law or statutory rights of the City or RAC for liability to third parties for damage to property or injury to persons resulting from or arising in connection with Hazardous Materials located on the Premises and/or CRCF Property.

ARTICLE 15
SPECIAL PROVISIONS

Section 15.1 - Notices; Consents. All consents and approvals in connection with this RAC Agreement shall be in writing (except as otherwise provided herein) and shall be sent by U.S. registered or certified mail (proper postage prepaid and return receipt requested), by nationally-recognized commercial overnight delivery services (e.g. UPS, Federal Express, etc.), or by personal delivery, and addressed as follows:

(a) To the City:

Department of Aviation
P.O. Box 66848
10510 West Zemke Road
Chicago, IL 60666
Attn: Commissioner of Aviation

With copies to:

Department of Aviation - Real Estate Division
P.O. Box 66848
10510 West Zemke Road
Chicago, IL 60666
Attn: Deputy Commissioner of Real Estate

And:

Corporation Counsel City of Chicago
30 North LaSalle Street, 9th Floor
Chicago, IL 60602
Attn: Deputy Corporation Counsel for Aviation

(b) To RAC:

_____
_____
_____
_____

With copies to:

_____
_____
_____
_____
_____

or such other persons or addresses as either party may designate from time to time by written notice to the other. Mailed notices shall be deemed to have been given three (3) business days after deposit in the U.S. mail. Notice by nationally-recognized commercial overnight delivery service shall be deemed given the next business day following deposit with such service. Notice by personal delivery shall be deemed given upon personal delivery.

Section 15.2 - Severability. If any provision of this RAC 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 of any Law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this RAC Agreement shall not affect the remaining portions of this RAC Agreement or any part thereof.

Section 15.3 - General Interpretation. Any headings of this RAC Agreement are for convenience of reference only and do not define or limit the provisions thereof. In this RAC Agreement, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder", and any similar terms used in this manner refer to this RAC Agreement. All Section references, unless otherwise expressly indicated, are to sections in this RAC Agreement. Words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words importing gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicates. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. 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 this RAC Agreement.

Section 15.4 - Successors and Assigns. All of the covenants, stipulations, and agreements herein contained shall run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 15.5 - Choice of Law and Jurisdiction. This RAC Agreement, the interpretation hereof, and any disputes arising hereunder or in connection herewith shall be governed by, construed in accordance with, and enforced in accordance with the Laws of the State of Illinois. Each of the City and RAC hereby submit to local jurisdiction in the County of Cook, State of Illinois and/or in the United States District Court for the Northern District of Illinois (herein, the "**Applicable Jurisdiction**"), and each party (a) agrees that any action by RAC against the City or the City against RAC, as the case may be, shall be instituted in the Applicable Jurisdiction, (b) agrees that courts located in the Applicable Jurisdiction shall have (i) personal jurisdiction over RAC for any action brought by the City against RAC, and (ii) personal jurisdiction over the City for any action brought by RAC against the City, and (c) waives any objection such party may have, whether pursuant to applicable Law or otherwise, to the jurisdiction of courts located in the Applicable Jurisdiction over this RAC Agreement and any disputes arising hereunder or in connection herewith.

Section 15.6 - Counterparts. This RAC Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 15.7 - Submission to Jurisdiction; Subpoena. RAC hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this RAC Agreement. Service of process on the City may be made, either by U.S. registered or certified mail addressed as provided for in Section 15.1 of this RAC Agreement, or by personal delivery on the Commissioner. Service of process on RAC may be made either by U.S. registered or certified mail, addressed as provided for in Section 15.1 of this RAC Agreement, or by delivery to RAC's registered agent for service of process in the State of Illinois. If RAC is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in its possession by reason of this RAC Agreement, RAC shall immediately give notice to the City's Corporation Counsel. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party; provided, however, that RAC shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 15.8 - No Partnership, Joint Venture or Third Party Benefit. By entering into this RAC Agreement, the City shall in no way be deemed a partner or joint venturer with RAC, nor shall any term or provision hereof be construed in any way to grant, convey, or create any rights or interests to any person or entity not a party to this RAC Agreement.

Section 15.9 - No Brokers. The City and RAC each represents and warrants to the other that it has dealt with no broker, finder, or agent with respect to this RAC Agreement or the Premises, and each agrees to indemnify, defend, and hold harmless the other party hereto from any commissions or finder's fees which any entity or person claiming through or by the actions of said indemnifying party may assert is due as a result of the execution of this RAC Agreement or the demise of the Premises to RAC.

Section 15.10 - City's Approval; Commissioner Authority. Whenever the City's approval or consent is required under this RAC Agreement, the City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this RAC Agreement provides that an act is to be taken or performed or approval or consent given by the City, such act may be taken or performed or approval or consent may be given by the Commissioner without further action by

the City Council of Chicago, as long as such act, approval, or consent does not result in either: (1) an extension of the Term; (2) a reduction in the Rent as provided hereunder; or (3) an expansion of the Premises.

Section 15.11 - Incorporation of Exhibits. *Exhibits A* through *K* attached hereto are incorporated herein as if set forth fully at each reference to any Exhibit herein.

Section 15.12 - Authority to Execute RAC Agreement.

(a) City. Execution of this RAC Agreement by the City is authorized by the CFC Ordinance. The City shall, upon execution and delivery of this RAC Agreement by the City, deliver to RAC certified copies of each of the CFC Ordinance and the Bond Ordinance.

(b) RAC. RAC shall, upon the execution and delivery of this RAC Agreement by RAC (or upon the City's request at any time and from time to time during the Term hereof), deliver to the City the following instruments and documents:

(i) RAC's Assistant Secretary's Certificate whereby RAC warrants that RAC is a duly authorized and existing limited liability company, duly qualified to do business in the State of Illinois, that RAC has full right and authority to enter into this RAC Agreement, and that each and all of the persons signing on behalf of RAC are authorized to do so;

(ii) Certificates of Good Standing issued by the State of Illinois and the state of organization of RAC and bearing a current date;

(iii) Certified copies of resolutions or by-laws authorizing RAC's execution and delivery of this RAC Agreement and performance of RAC's obligations under this RAC Agreement and a written opinion of RAC's counsel addressed to the City that the execution and delivery of this RAC Agreement is property authorized;

(iv) Disclosure Affidavit required under Article 6 of the RAC Agreement;

(v) Letter of Credit required by Section 5.9 hereof; and

(vi) Such legal opinions and certificates as the City may reasonably request from time to time in connection with Bond or other financings.

Section 15.13 - Limitation of Liability. RAC (and any person claiming by or through RAC) shall look solely to legally available Airport discretionary funds from time to time for enforcement of any liability of the City under this RAC Agreement, and not any other funds or assets of the City whatsoever. Notwithstanding anything in this RAC Agreement to the contrary, in no event shall the City be required to pay any amount on account of a breach or default (or alleged breach or default) hereunder in any twelve (12) month period which is greater than the aggregate of the MAG amounts received by the City during such period from RAC. In addition to, and not in limitation of, the foregoing, the City's obligations under this RAC Agreement, including, without limitation, the City's obligations under Section 5.1 and Section 5.4 hereof, shall be limited to the extent adequate funds for the performance of such obligations of the City hereunder are then available in the applicable reserves established from the proceeds of the Bonds pursuant to the Bond Ordinance, as such reserves exist and are constituted from time to time.

Section 15.14 - Estoppel Certificates.

(a) RAC agrees that, at any time from time to time upon not less than twenty (20) days' prior request by the City, RAC will execute an estoppel certificate certifying as to matters concerning the status of this RAC Agreement and the parties' performance hereunder, including, but not limited to, the following matters: that this RAC Agreement is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any Rent and other charges have been paid and the amount of the most recent Rent paid; that the City is not in default under any provision of this RAC Agreement (or the nature of such default, in detail); that RAC is in occupancy and paying Rent on a current basis with no offsets or claims.

(b) The City agrees that, at any time and from time to time upon not less than twenty (20) days' prior request by RAC in connection with a proposed assignment of this RAC Agreement, the City will execute, acknowledge, and deliver to RAC a statement in writing signed by the Commissioner certifying that this RAC Agreement is unmodified and in full force and effect (or if there have been modifications, that the RAC Agreement is in full force and effect as modified and stating the modifications), and the date to which the Base Rent has been paid, and stating whether or not, to the best knowledge of the signer of such certificate, the City has delivered a notice of default under Article 10 (which default has not been cured or corrected), it being intended that any such statement delivered pursuant to this Section 15.14 may be relied upon by any permitted prospective assignee identified in the request.

Section 15.15 - Smoking Policy. RAC shall cooperate and comply with the provisions of all Laws, as amended from time to time, prohibiting or restricting smoking at the Premises.

Section 15.16 - Representations and Warranties. In connection with the execution of this RAC Agreement, RAC represents and warrants as follows:

(a) That RAC is financially able and competent to perform as required under this RAC Agreement, and that RAC is legally authorized to execute and perform or cause to be performed this RAC Agreement under the terms and conditions stated herein;

(b) That all certifications, affidavits, information, and disclosures heretofore made or given by RAC or its members or partners, or their respective officers, directors, and shareholders, to the City in connection with this RAC Agreement have been completed in accordance with all Laws, are true and correct in all material respects and are deemed to be a material part of this RAC Agreement, and that such representation and warranty shall be deemed to be remade by RAC as to any future certifications, affidavits, information, or disclosures at the time they are made or given;

(c) That RAC is a duly organized and existing limited liability company, duly qualified to do business in the State of Illinois, that RAC has full right and authority to enter into this RAC Agreement and that each and all of the persons signing on behalf of RAC are authorized to do so; and

(d) That the representations and warranties contained herein are deemed made as of the date hereof and shall be deemed remade and continuing throughout the Term of this RAC Agreement.

Section 15.17 - Time of the Essence. Time is of the essence with respect to RAC's obligations under this RAC Agreement.

Section 15.18 - No Sales Tax Exemption. Neither RAC nor any contractor of RAC shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City of Chicago's ownership of fee title to the Premises.

Section 15.19 - Publicity. RAC shall not issue publicity news releases or grant press interviews or otherwise publicly disseminate any information regarding this RAC Agreement or the RAC's operations at the Premises without the prior written consent of the City in each instance.

Section 15.20 - Entire Agreement. This RAC Agreement constitutes the entire agreement of the parties as to the subject matter of this RAC Agreement, and may not be modified or supplemented except by a written instrument signed by the party against whom enforcement of the change is sought. The City has made no representation or warranties to, or agreements with, RAC which are not set forth in this RAC Agreement. This RAC Agreement may not be modified or supplemented with respect to those provisions governing RAC's obligation to pay Facility Rent, or with respect to any other material terms or provisions hereof, without the prior written consent of the Trustee, or such other designated trustee for the Bonds from time to time.

Section 15.21 - Short Form RAC Agreement. Upon the execution and delivery of this RAC Agreement, the City and RAC agree to execute and deliver a short form agreement ("**Short Form RAC Agreement**") in substantially the form attached hereto as *Exhibit G* which the parties shall record in the Office of the Recorder of Deeds of Cook County, Illinois. In connection with such recording, RAC and the City shall cooperate to remove any portion of the Premises from application of the Torrens Act, if applicable, and to record the certificate of title. To the extent that changes are made to this RAC Agreement with respect to the Term or other material matters set forth in the recorded Short Form RAC Agreement, the City and RAC agree to execute, deliver, and record an amendment to the recorded Short Form RAC Agreement reflecting such changes. The City and RAC agree not to record the RAC Agreement itself. Upon expiration or termination of this RAC Agreement or RAC's right to possession hereunder, or within fifteen (15) days thereafter, RAC shall execute and deliver to the City a release or other instrument reasonably required by the City or its title insurer to evidence such expiration or termination and sufficient to remove the Short Form RAC Agreement and any modifications thereto from the title records.

Section 15.22 - Exercise by The City of Governmental Functions. Nothing contained in this RAC Agreement shall (a) impair the right of the City in the exercise of its governmental functions as it relates to the Airport, the Premises and/or the CRCF Property, including, without limitation, the right to require RAC to pay any tax or inspection fees or to produce necessary permits or licenses, or (b) be deemed to be the grant of any franchise, license, permit, or consent to RAC to operate motor coaches, buses, taxicabs, or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

Section 15.23 - City Right to Maintain Concessions. Notwithstanding anything herein to the contrary, the City shall have the right (but not the obligation), to be exercised in its sole and absolute discretion, at any time and from time to time during the Term hereof (as the same may be hereafter modified or extended), to operate, maintain, locate, and place, or to authorize the operation, maintenance, location, and placement of, retail concessions, luggage cart concessions, and/or such other concessions within the CRCF or any portion thereof, and upon such terms and conditions, as the City shall deem appropriate in its sole and absolute discretion. Any and all revenues, charges, and fees generated in connection with such retail concessions, luggage cart concessions, and/or other concessions shall be the property of the City and RAC shall have no right or interest in or to any such revenues, charges, or fees.

Section 15.24 - Bond Indenture Notices. Notwithstanding anything herein or in the Bond Indenture to the contrary, the City agrees that it shall provide RAC with reasonable prior notice of any amendments or modifications of or to the Bond Indenture which will materially or adversely impact RAC's rental and other monetary obligations hereunder.

Section 15.25 - Sustainability. At all times during the Term (as the same may be extended hereunder), RAC shall use its best efforts to implement commercially reasonable "sustainable best practices" in the maintenance and operation of the Premises. In furtherance of the foregoing, RAC agrees to use commercially reasonable efforts to employ environmentally preferable processes, products, and materials which do one or more of the following: (i) contain recycled material, are bio-based, are non-threatening to species, or have other positive environmental attributes; (ii) minimize the consumption of resources, energy, or water; (iii) prevent the creation of solid waste, air pollution, or water pollution; and/or (iv) promote the use of non-toxic substances and avoid toxic materials or processes, including with regard to RAC's selection and use of janitorial cleaning products and equipment. RAC will use its best efforts to conduct, as and when appropriate, a review of products, processes, and materials to be utilized in the Premises, and RAC will use its best efforts to implement the City's above requests by continuing to assess additional processes, products, and materials on an ongoing basis. RAC is also encouraged to implement a recycling program.

Section 15.26 - Security Cameras and the Airport Camera System. RAC shall comply with any and all security camera and security camera system initiatives, policies, programs, procedures, requirements, capital projects, and payment/funding obligations as may be required by the City from time to time (collectively, the "**Security Camera Requirements**") to the extent that such Security Camera Requirements are applicable to the Premises.

Section 15.27 - Subordination and Modification. RAC agrees that this RAC Agreement shall be subject and subordinate (i) to the Bonds, the Bond Documents, the TIFIA Loan, the TIFIA Loan Documents, to any and all rights and security interests thereunder, and to all advances which are or may be hereafter made thereunder, to the full extent of all sums secured thereby, and to all renewals or extensions of any part thereof, and to any other financing or security interest as the City may hereafter, at any time, elect to place on the CRCF, or any portion thereof; (ii) to any assignment of the City's interest in this RAC Agreement, or any other RAC Agreements and rents from the CRCF, which now exists or which the City may hereafter, at any time, elect to place on the Property; and (iii) to any Uniform Commercial Code Financing Statement or other fixture filing or security interest covering the personal property rights of the City which either now exists or which the City may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in Clauses (i), (ii), and (iii) above being hereafter collectively referred to as "**Security Documents**"). RAC agrees, upon request of the trustee, holder, or beneficiary of any Security Documents (each, a "**Holder**") to hereafter execute any documents which counsel for the City or Holder, as the case may be, may reasonably deem necessary to evidence the subordination of the RAC Agreement to the Security Documents. Within ten (10) days after written request therefor, if RAC fails to execute any such requested documents, the City or Holder is hereby empowered to execute such documents in the name of RAC evidencing such subordination, as the act and deed of RAC, and this authority is hereby declared to be coupled with an interest and not revocable. In the event of a foreclosure or enforcement action pursuant to any Security Documents, RAC shall, at the sole option of the City or Holder, thereafter remain bound pursuant to the terms of this RAC Agreement. RAC agrees, however, to execute and deliver at any time and from time to time, upon the written request of the City or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure or enforcement proceeding or otherwise. If the Holder of any Security Document shall succeed to the interest of the City under this RAC Agreement, such Holder shall have the same remedies, by entry, action, or otherwise, for the non-performance of any agreement contained in this RAC Agreement, for the recovery of Rent, or for any other default or event of default hereunder that the City

had or would have had if any such Holder had not succeeded to the interest of the City. If the City, Trustee, or any Holder at any time requires a modification of or to this RAC Agreement which shall not materially and adversely increase the obligations, or materially and adversely decrease the rights, of RAC or the City hereunder, whether required under the terms of the Bond Indenture, the TIFIA Loan Documents, or otherwise, then RAC agrees that this RAC Agreement may be so modified, and shall execute such documents as may be reasonably necessary to effectuate such modification.

Section 15.28 - Contingencies. Notwithstanding anything in this RAC Agreement to the contrary, it is hereby acknowledged, understood, and agreed as follows:

(a) in the event that the City fails to commence construction of the CRCF Project by the last day of the thirty-sixth (36th) full calendar month following the Effective Date hereof (such date being referred to herein as the "**Construction Commencement Deadline**"), then if, and only to the extent that, such failure is not attributable to Force Majeure Events or RAC Delay, RAC shall be entitled to terminate this RAC Agreement upon written notice delivered to the City within thirty (30) days following the Construction Commencement Deadline, in which case neither the City nor RAC shall have any further liability or obligation hereunder (provided, however, in the event that the City thereafter commences construction of the CRCF Project within sixty (60) days following the City's receipt of such termination notice, the City shall so notify RAC thereof in writing, in which event RAC's termination notice shall be deemed null and void and this RAC Agreement shall thereafter continue in full force and effect);

(b) in the event that the City fails to obtain or receive the TIFIA Loan in a total amount of at least One Hundred Fifty Million Dollars and No/100 ($150,000,000.00) upon such terms and conditions as the City shall deem appropriate in its sole and absolute discretion, either RAC or the City shall be entitled to terminate this RAC Agreement upon thirty (30) days' written notice to the other party hereto, in which case neither the City nor RAC shall have any further liability or obligation hereunder; and

(c) in the event that, based upon the Construction Manager At-Risk's Guaranteed Maximum Price ("**GMP**") for the CRCF Project, together with the "best and final offers" received by the City in connection with the associated ATS operating system and ATS vehicles (collectively, for purposes of this Subsection 15.28(c), the "**Project**"), but specifically excluding any subsequent alterations, modifications, changes, upgrades, or change orders performed in connection therewith, and excluding, further, any work or other items not encompassed within the Project, the cost of the Project is projected to exceed the amount of Seven Hundred Sixty-Five Million Five Hundred Thousand and No/100 Dollars ($765,500,000.00) in the aggregate (the "**Initial Cost Threshold**"), RAC shall be entitled to object by written notice delivered to the City within ten (10) days following the date on which the City notifies RAC of such projected cost (failing which RAC shall be deemed to have accepted and agreed to such projected cost for purposes of this RAC Agreement). In the event that RAC timely objects to such projected cost as aforesaid, RAC and the City shall have a period of sixty (60) days following the City's receipt of such written objection from RAC (the "**Negotiation Period**") to negotiate and attempt to address and resolve such objection (during which the City may, but shall not be required, to modify, revise, or "value engineer" the Project so as to reduce the projected cost below the Initial Cost Threshold, or as may otherwise be reasonably acceptable to the parties hereto), and each of RAC and the City shall at all times proceed in good faith and in a commercially reasonable manner during such Negotiation Period. In the event that RAC and the City, each acting reasonably and in good faith, are unable to resolve such objection or otherwise reach agreement prior to the expiration of such Negotiation Period, RAC shall thereupon be entitled to terminate this RAC Agreement upon written notice delivered to the City within five (5) days following the expiration of such Negotiation Period, in which case neither the City nor RAC shall have any further liability or obligation hereunder; provided, however, in the event that one or more of the other RACs who are then parties to RAC Agreement with the City also exercise their respective

termination rights on the basis set forth in this Subsection 15.28(c), then, irrespective of whether RAC shall have exercised such termination right, the City shall also have the right and option to terminate this RAC Agreement upon written notice delivered to RAC within thirty (30) days following the exercise of such termination rights by such other RACs.

Section 15.29 - Authority to Enter Into Agreements. Notwithstanding anything in this Lease to the contrary, it is hereby acknowledged, understood, and agreed that the City shall have the right and option, at such time or times as the City deems necessary or appropriate in its sole and absolute discretion, to enter into separate storage, maintenance, and/or other leases, licenses, or agreements with RAC and/or any other RACs, upon such terms and conditions as the City deems appropriate in its sole and absolute discretion, upon the following general terms: (i) the term thereof does not exceed the then-remaining term of this RAC Agreement (or such other RAC Agreement, as the case may be); (ii) the lessee or licensee thereunder shall be a RAC and a party to a valid and existing RAC Agreement; (iii) the rentals or other charges applicable to premises to be leased or licensed thereunder shall be based upon the fair market rental value of such premises, as determined by appraisal, and as adjusted pursuant to the formula set forth in *Exhibit A* attached hereto, and otherwise on a "triple net" basis, with the lessee or licensee thereunder being solely responsible for any and all taxes, maintenance, repairs, insurance, construction, and other obligations thereunder; and (iv) the premises to be leased or licensed thereunder shall be generally permitted to be used for such purposes pursuant to the Airport Layout Plan ("**ALP**") then applicable to the Airport.

Section 15.30 - Existing Agreement. The City and RAC acknowledge and agree that (i) the City and RAC are currently parties to that certain **[Insert Agreement Designation]** dated as of **[Insert Agreement Date Reference]** (as amended from time to time, the "**Existing Agreement**"), pursuant to which the City has granted RAC the right and license to use and occupy certain space at the Airport for, among other things, Rental Car Purposes, and providing for the collection and remittance of CFCs in connection therewith, all on the terms and conditions set forth therein, and (ii) notwithstanding anything herein or in the Existing Agreement to the contrary, effective as of the Effective Date hereof, the term of the Existing Agreement shall be and become a "month-to-month" term, and the Existing Agreement shall thereafter remain in full force and effect until the date immediately preceding the Commencement Date hereunder, unless terminated earlier by the City upon not less than thirty (30) days' written notice to RAC. Notwithstanding anything herein or in the Existing Agreement to the contrary, it is hereby acknowledged, understood, and agreed that the terms and provisions of each of Sections 4.3, 4.7, 15.27, 15.28, and 15.30 of this RAC Agreement, and RAC's obligations thereunder, shall be and become effective as of the Effective Date hereof and shall supersede, and shall operate in lieu of, the comparable provisions (if any) of the Existing Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City has caused this RAC Agreement to be executed on its behalf by the Commissioner of the City's Department of Aviation, pursuant to due authorization of the City Council, and RAC has caused this RAC Agreement to be executed on its behalf by its _____ and attested by its _____, pursuant to due authorization of its members, all as of the day and year first above written.

CITY:

CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois

By: _____
Commissioner of Aviation, Department of Aviation

RECOMMENDED AND APPROVED BY:

By: _____
Department of Law

THIS RAC AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE CITY AND REVIEWED AND APPROVED BY THE CITY'S LAW DEPARTMENT.

RAC:

_____.
a _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

RAC's Illinois agent for service of process:

Print Name: _____
Print Address: _____
_____
Title: _____

EXHIBIT A

BASE RENT

(a) Base Rent, subject to increase or decrease as hereinafter provided, shall be payable at the annual rate of Five and No/100 Dollars ($5.00) per square foot of the Premises per RAC Agreement Year.

(b) Base Rent shall increase to be the Fair Rental Value of the Premises in accordance with this paragraph effective as of the fifth, tenth, fifteen, twentieth, and any subsequent five (5) year Anniversary Dates (each such Anniversary Date or such other commencement date being herein referred to as an "**Adjustment Date**").

(c) The term "**Fair Rental Value**" as used herein and in the RAC Agreement shall mean, as applied to Base Rent, the fair rental value for the Premises (taking into account, among other things, that portion of the CRCF and the Joint Use Facility Property allocable thereto) as of each Adjustment Date for a period equal to the balance of the initial Term, determined as if unimproved and unencumbered by this RAC Agreement or any mortgage, but subject to limitations on use of the Premises to the Permitted Use as set forth in the RAC Agreement, and taking into account the Base Rent and the remaining Facility Rent then payable by RAC under this RAC Agreement. Not less than six (6) months prior to each Adjustment Date, the City may give written notice to RAC of its determination of the Fair Rental Value. If RAC agrees in writing with the City's determination, then the Fair Market Value so determined shall become the rate of Base Rent applicable during the next five (5) year period. If the City fails to notify RAC of its determination of Fair Rental Value, or if RAC does not agree with such determination, and the City and RAC are unable to agree upon Fair Rental Value that will apply as Base Rent during the succeeding five (5) years of the Term, then Fair Rental Value shall be determined by an appraisal process as hereinafter set forth. RAC shall notify the City in writing of the name of an independent appraiser who (i) has not less than ten (10) years of experience in the appraisal of commercial real estate in the "Southwest Chicago" submarket of the greater Chicago, Illinois marketplace and/or the appraisal of commercial airport properties located throughout the United States, and (ii) is a member of MAI or a comparable organization, whom RAC designates as its appraiser for purposes of determining such rent. If RAC designates an appraiser, then within fifteen (15) days thereafter, the City shall designate an appraiser meeting the aforementioned qualifications by written notice in writing to RAC. An appraiser designated by City or RAC shall be an "**Initial Appraiser**". Each Initial Appraiser shall submit to City and RAC, within thirty (30) days after both appointments, its written appraisal of the Fair Rental Value as applied to Base Rent. If the appraisals of the Fair Rental Values determined by the Initial Appraisers are less than five percent (5%) apart (i.e., the higher appraisal is less than 105% of the lower appraisal), the Fair Rental Value shall be determined by taking the average of the two appraisals. In the event the appraisals of the Fair Rental Value determined by the Initial Appraisers are five percent (5%) or more apart (i.e., the higher appraisal is 105% or more of the lower appraisal), the Initial Appraisers shall, within seven (7) days after submittal of both appraisals, select a third appraiser with the same qualifications or who meets the same criteria as required of the Initial Appraiser ("**Third Appraiser**"). The Third Appraiser shall submit to City and RAC, within thirty (30) days after its appointment, its written appraisal of the Fair Rental Value as applied to Base Rent. The cost of the Third Appraiser shall be borne equally by City and RAC. If the appraisal of the Third Appraiser is ten percent (10%) or less at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the average of the three appraisals shall determine the Fair Rental Value as applied to Base Rent. If the appraisal of the Third Appraiser is more than ten percent (10%) at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the Fair Rental Value as applied to Base Rent shall be determined by taking the average of the two closest appraisals. If either party fails to designate an Initial Appraiser as herein required, the Initial Appraiser designated by the other party shall conduct the appraisal herein required and his determination shall be binding upon the parties. If the two Initial Appraisers so designated fail to designate a Third

Appraiser, when required, then either party may apply to a court of competent jurisdiction or the American Arbitration Association at Chicago, Illinois to make such designation. The determination of such appraisal as herein provided shall be final and binding upon the parties and a final judgment thereon may be entered in a court of competent jurisdiction on the petition of either party. Each party will bear the expenses of the Initial Appraiser appointed by it and the parties shall share equally the expenses of the Third Appraiser.

(d) The term "**Fair Rental Value**" as used herein and in the RAC Agreement shall mean, as applied to Alternate Facility Rent, the fair rental value for the Premises as of the applicable date of calculation for a period equal to the balance of the initial Term, subject to limitations on use of the Premises to the Permitted Use as set forth in the RAC Agreement, and taking into account, among other things, the Base Rent and the remaining Facility Rent then payable by RAC under the RAC Agreement, as well as the existing maintenance and repair responsibilities with respect to the CRCF, and the existing operational responsibilities with respect to the ATS and the Common Use Transportation System. The City shall give written notice to RAC of its determination of the Fair Rental Value with respect to any proposed Alternate Facility Rent. If RAC agrees in writing with the City's determination, then the Fair Market Value so determined shall become the rate of Alternate Facility Rent then applicable under the RAC Agreement. If the City fails to notify RAC of its determination of Fair Rental Value, or if RAC does not agree with such determination, and the City and RAC are unable to agree upon Fair Rental Value that will apply as the Alternate Facility Rent under the RAC Agreement, then Fair Rental Value shall be determined by an appraisal process as hereinafter set forth. RAC shall notify the City of the name of an independent appraiser with not less than ten (10) years of experience in the appraisal of commercial real estate in the southwest area of metropolitan Chicago, Illinois area, at or near Chicago O'Hare International Airport, who is a member of MAI or a comparable organization whom RAC designates as its appraiser for purposes of determining such rent. If RAC designates an appraiser, then within fifteen (15) days thereafter, the City shall designate an appraiser with such qualifications by notice in writing to RAC. An appraiser designated by City or RAC shall be an "**Initial Appraiser**". Each Initial Appraiser shall submit to City and RAC, within thirty (30) days after both appointments, its written appraisal of the Fair Rental Value as applied to Alternate Facility Rent. If the appraisals of the Fair Rental Values determined by the Initial Appraisers are less than five percent (5%) apart (i.e., the higher appraisal is less than 105% of the lower appraisal), the Fair Rental Value shall be determined by taking the average of the two appraisals. In the event the appraisals of the Fair Rental Value determined by the Initial Appraisers are five percent (5%) or more apart (i.e., the higher appraisal is 105% or more of the lower appraisal), the Initial Appraisers shall, within seven (7) days after submittal of both appraisals, select a third appraiser with the same qualifications or who meets the same criteria as required of the Initial Appraiser ("**Third Appraiser**"). The Third Appraiser shall submit to City and RAC, within thirty (30) days after its appointment, its written appraisal of the Fair Rental Value as applied to Alternate Facility Rent. The cost of the Third Appraiser shall be borne equally by City and RAC. If the appraisal of the Third Appraiser is ten percent (10%) or less at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the average of the three appraisals shall determine the Fair Rental Value as applied to Alternate Facility Rent. If the appraisal of the Third Appraiser is more than ten percent (10%) at variance from the point that is equidistant between the appraisals of the Initial Appraisers, the Fair Rental Value as applied to Alternate Facility Rent shall be determined by taking the average of the two closest appraisals. If either party fails to designate an Initial Appraiser as herein required, the Initial Appraiser designated by the other party shall conduct the appraisal herein required and his determination shall be binding upon the parties. If the two Initial Appraisers so designated fail to designate a Third Appraiser, when required, then either party may apply to a court of competent jurisdiction or the American Arbitration Association at Chicago, Illinois to make such designation. The determination of such appraisal as herein provided shall be final and binding upon the parties and a final judgment thereon may be entered in a court of competent jurisdiction on the petition of either party. Each party will bear the expenses of the Initial Appraiser appointed by it and the parties shall share equally the expenses of the Third Appraiser.

EXHIBIT B

LEGAL DESCRIPTION OF JOINT USE FACILITY PROPERTY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 50 FEET (MEASURED PERPENDICULAR) OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST F THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CANADIAN NATIONAL/METRA RAILROAD RIGHT OF WAY, EXCEPT THE RIGHT OF WAY OF MANNHEIM ROAD AS RELOCATED.

EXHIBIT B-1

DEPICTION OF JOINT USE FACILITY PROPERTY

EXHIBIT B-2

DEPICTION OF PREMISES

EXHIBIT C

CRCF PLANS

EXHIBIT D

PROJECT PROCEDURES

1. Project Description

Prior to performing any work for improvements to the Premises (a "**Project**"), RAC shall provide the Commissioner with a written description of the work to be performed, including drawings, plans, and specifications, the estimated cost to complete, and the proposed work schedule.

2. RAC Coordination with the City

(a) RAC shall designate a "**Project Manager**" who shall manage and coordinate the work. The City shall direct all communications regarding the work to the Project Manager.

(b) The Commissioner shall designate a "**Work Liaison**" to represent the City in all matters relating to the performance of the work and to constitute the point of receipt for all submittal, unless expressly specified otherwise herein. In all provisions of this Exhibit in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless RAC is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of RAC's work. The Commissioner shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Work Liaison shall further assist RAC in coordinating RAC's work with other projects and operations at the Airport and in RAC's contacts with any Federal, State, or local government agencies. If requested, RAC shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard of Performance

RAC shall perform, or cause to be performed, all work on the Project with that degree of skill, care and diligence normally exercised by professional performing equivalent work in projects of a scope and magnitude comparable to the work hereunder.

RAC shall further perform, or cause to be performed, all work hereunder according to those standards for work at the Airport promulgated by DOA, FAA, and any other interested Federal, State, or local governmental units, including, without limitation, any Airport Design and Construction Standards.

RAC shall further require its Contractors to perform all work required of them in accordance with the above standards and in a safe, efficient, good, and workmanlike manner. RAC shall require its Contractors to replace all damaged or defective work. Subject to the terms and conditions stated herein, RAC shall replace or correct such work not so corrected or replaced by any Contractor, or shall cause such work to be replaced or corrected by another Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to the City upon reasonable request therefor, any and all claims it may have against Contractors for failure by Contractors to comply with the standards of performance imposed upon them in the Contracts and hereunder.

In the event RAC or its Contractors fail to comply with the above-referenced standards, RAC shall perform again, or cause to be performed again, at its own expense, any and all work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review,

approval, acceptance, or payment for any and all of the work by the City, RAC shall remain solely and exclusively responsible for the technical accuracy of all of the work, as defined herein and furnished under this RAC Agreement. This provision shall in no way be considered as limiting the rights of the City against RAC or its Contractors, either under this RAC Agreement, at law, or in equity.

4. Approval of Contractors

Prior to the hiring by RAC of Contractors, RAC shall submit a list of prequalified contractors to the City for review and approval, which approval shall not be unreasonably withheld or delayed. In addition, the City shall have the right (but not the obligation) to review and approve, which approval shall not be unreasonably withheld or delayed, the form of RAC's construction contract with any person or firm hired to act as a Contractor in connection with the performance of work. RAC shall include in its construction contracts all provisions required by this RAC Agreement, such provisions as may be required by law at the time such construction contract is awarded, and such provisions as may be reasonably requested in writing by the City, its Risk Manager, its Purchasing Agent, and its legal counsel.

5. Assignment of Project Contracts

All Project Contracts shall contain provisions making them assignable to the City. Upon the occurrence of an Event of Default under this RAC Agreement, the City shall have the right to require that RAC complete the assignment to the City of any and all construction contracts. Such assignment shall be in writing and in a form and substance acceptable to the City. RAC agrees that all such construction contracts shall further contain a clause which provides that in the case of any construction contract so assigned, the Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such construction contract prior to the effective date of such assignment, unless such Contractor notifies the City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. The City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud, misrepresentation, negligence, or willful or intentionally tortious conduct by RAC, its officials, employees, agents, or other Contractors.

6. Requirements for Work

(a) Project Planning, Design, and Fabrication Phase:

RAC shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans, and specifications or review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by RAC under this Paragraph 6(a), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld or delayed. Any conditional approval or disapproval shall be accompanied by an explanation. If RAC intends to adopt fast track construction procedures, RAC must still complete each contract package to a reasonable level of detail (including alternate designs selected by RAC for major structural, mechanical, electrical, and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. RAC shall not proceed with construction operations until all necessary approvals have been obtained.

(b) RAC to Provide Information:

Prior to the commencement of any work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the work, RAC shall submit to the Work Liaison (i) initial and updated construction schedules (which shall

be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of RAC's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services to, from, through, or past operating facilities at the Airport; and (iii) RAC's initial and updated cost estimates for the work, individually and aggregated.

(c) Installation, Construction, Start-Up, and Testing Phase:

(i) The Work Liaison shall have the right to monitor the work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, RAC shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by Contractors of any tier;
- progress reports;
- notification of substantial completion of the work;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the work which may be reasonably requested by the City.

(ii) No change order which materially changes the scope of the work or the Project shall be implemented by RAC without review and approval by the Work Liaison. Any conditional approval or disapproval shall be accompanied by an explanation.

(iii) In the event the Work Liaison determines that the work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards. RAC shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the work has been performed without material variance from the approved cost, schedule, drawings, plans, and specifications and applicable standards, the Work Liaison may, by written notice to RAC, (i) suggest to RAC that RAC withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, work which is at material variance from the approved cost, schedule, drawings, plans, and specifications, or applicable standards or (ii) suggest to RAC that it stop work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If RAC's response is

unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct RAC to stop any other work that is at variance with the approved cost, schedule, drawings, plans, and specifications or applicable standards until the affected work is corrected or replaced.

Any work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by RAC, directly or through its Contractors, provided that the Work Liaison has informed RAC of such variance within ten business days following the performance of such work, unless the variance affects the structural integrity or safety of the Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform RAC of such variance as soon as reasonably practicable. If such work is not corrected or replaced by RAC within thirty (30) days following notice from the Work Liaison to RAC, the Work Liaison may cause such work to be corrected or replaced with the City's own forces or otherwise at the expense of RAC, provided that in the event such work cannot be corrected or replaced within said 30-day period, RAC shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such work.

7. Ownership

The City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages for Delay

RAC agrees and shall cause its Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against the City by RAC or Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the work may be extended by RAC with the City approval to reflect the extent of such delay, provided that RAC shall have given the City written notice within ten (10) days of the commencement of such delay and shall have received the City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by RAC shall include a description of the reasons for the delay and the steps to be taken by RAC and Contractor to mitigate the effect of such delay on the Project schedule. The City's permitting any Contractor to proceed with its work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of the City. The City shall not be responsible to RAC or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by RAC's bad faith, fraud, or direct tortious interference with its Contractors.

9. Performance and Payment Bonds

RAC shall require each of its Contractors performing construction at or related to the Airport to post a performance and payment bond in the value of the construction work to be performed under its construction contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended, and Section 2-91-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by the City. The surety issuing such bond shall be acceptable to the City's Risk Manager. The City and RAC shall be named as co-obligees on all such bonds; provided, however, that the City shall be named as the primary co-obligee.

10. Protection of FAA Facilities

If trenching, jacking of pipe or casing, excavation for pavements or structures, site grading, and vehicular traffic over earth areas will occur over, around and under FAA facilities such as equipment houses, direct buried cables, and duct banks, all possible steps must be taken to ensure to insure their integrity throughout the period of construction activity.

The Contractor shall notify the Commissioner at least seventy-two (72) hours prior to any excavation in the vicinity of FAA cables or ducts to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction.

11. Protection of Utilities

(a) The Contractor shall take suitable care to protect and prevent damage to all utilities from its operations on the Airport.

(b) When performing work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, pole lines or poles, or other utility equipment or structures which are to remain in operation, the Contractor shall maintain such utility equipment and structures in place at its own expense and shall cooperate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

(c) The Contractor shall be responsible for and shall repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and shall leave such utility, equipment, or structures in as good condition as they were in prior to the commencement of its operations. However, it is hereby agreed that any such utility equipment or structures damages as a result of any act, or omission to act, of the Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment, or structures damaged, be repaired by such the City department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

12. General Conditions

RAC shall conduct any work, or cause such work to be conducted by its contractors, in accordance with those standards for construction operations at the Airport set forth in the City's "General Conditions" dated January 1, 1997, as may be revised, including, without limitation, Articles VI, XIV, XV and XIX.

13. Additional Legal Requirements

(a) Veterans Preference:

(i) RAC shall insure that the following provision is inserted in all contracts entered into with any contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the improvements.

(ii) RAC shall comply with the provisions of 330 ILCS 55/0.01 et seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

(b) Steel Products:

(i) This RAC Agreement shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 5651/1 et seq., as it may be amended from time to time. Steel products used in the improvements shall be manufactured or produced in the United States.

(ii) For purposes of this Section, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation.

(c) MacBride Principles Ordinance:

(i) 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 provides a better working environment for all citizens in Northern Ireland.

(ii) In accordance with Section 2-92-580 of the Code, if RAC conducts any business operations, it shall 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).

(d) Occupational Safety and Health Act, 40 U.S.C. 333; 29 C.F.R. 1926.1.

(e) Hazard Communication Standard, 29 C.F.R. Part 1926.58.

(f) Illinois Environmental Protection Act, 415 ILCS 5/1.

(g) Illinois Public Mechanics' Lien Act, 770 ILCS 60/23 (waiver of liens).

(h) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.

(i) Public Works Projects Act, 30 ILCS 570/0.01.

(j) Deduction from Wages, 820 ILCS 115/9.

(k) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

(l) Section 2-92-415 of the Municipal Code of Chicago (Child Support).

(m) Prevailing Wage Act, 820 ILCS 130/1.

(n) Section 2-92-330 of the Municipal Code of Chicago (Chicago Residency Requirement).

EXHIBIT E

FORM OF LETTER OF CREDIT

(Date)

Department of Aviation
P.O. Box 66848
10510 West Zemke Road
Chicago, IL 60666
Attn: Commissioner of Aviation

IRREVOCABLE LETTER OF CREDIT NO. _____

Original Expiration Date: _____, 20__

Gentlemen:

We hereby establish our irrevocable Letter of Credit in your favor for the account of _____, a _____, for the sum not exceeding U.S. _____ and ___/100 Dollars ($_____).

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of Dollars ($_____) drawn on us mentioning our credit No. _____ purportedly signed by the Commissioner of Aviation or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations to the City and shall not be affected by the performance or non-performance by _____ under any agreement with the City, or by any bankruptcy or other insolvency proceeding initiated by or against _____. _____ is not the owner of or beneficiary under this Credit and possesses no interest whatsoever in this Credit or proceeds of same.

We hereby agree with the drawers of the draft drawn and negotiated in compliance with the terms of this credit, that said draft will be duly honored within two (2) business days after it is presented at this office.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for a period of one year from the initial expiration date stated above or any future expiration date hereof, unless at least sixty (60) days prior to the expiration date we mail you our notice, by registered or certified mail, informing you that the Letter of Credit will no longer be automatically renewed beyond the then expiration date. In the event that we notify you that it is our intention not to renew this Letter of Credit for an additional one year period we agree to also notify the following parties by registered or certified mail:

Department of Aviation - Real Estate Division
P.O. Box 66848
10510 West Zemke Road
Chicago, IL 60666
Attn: Deputy Commissioner of Real Estate

and

Corporation Counsel City of Chicago
30 North LaSalle Street, 9th Floor
Chicago, IL 60602
Attn: Deputy Corporation Counsel for Aviation

This Letter of Credit is transferable and assignable from time to time; any transfer request shall be effected by presentation to the issuer of the attached transfer form accompanied by the original of this Letter of Credit, provided that the holder hereof shall not incur any fees to the issuer as a condition to any such transfer.

Partial Drawings and reductions are permitted.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits ((1983) Revision), International Chamber of Commerce publication No. 400 (IUCP) and to the Uniform Commercial Code - Letters of Credit, Ill. Rev. Stat. ch. 26, sec. 5-101 et seq. (1989) as amended, as in effect in the State of Illinois (UCC). To the extent the provisions of the TUCP and the UCC conflict, the provisions of the UCC shall control.

NAME OF BANK

_____

Authorized Signatory

EXHIBIT F

FORM OF INSURANCE CERTIFICATE (01/11)

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____

RFP#: _____

Address: _____ Project #: _____
(NUMBER & STREET)

_____ Contract #: _____
(CITY) (STATE) (ZIP)

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
Commercial General Liability ☐ Occurrence ☐ Claims made ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				Each Occurrence $ General Aggregate $ Products/Completed Operations Aggregate $
Automobile Liability (Any Auto)				Each Occurrence $
Excess Liability ☐ Umbrella Liability				Each Occurrence $
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability $
Builders' Risk/Course of Construction				Amount of Contract
Professional Liability				$
Owner Contractors Protective				$
Other				

a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements

Name and Address of Certificate Holder and Recipient of Notice		
Certificate Holder/Additional Insured	Signature of Authorized Rep.	
City of Chicago ***Dept. of Procurement*** ***121 North LaSalle Street, Room 403*** ***Chicago, IL 60602***	Agency/Company	
	Address	
	Telephone	

FOR CITY USE ONLY.

c:\certificates\procurement

EXHIBIT G

SHORT FORM RAC AGREEMENT

This document prepared by and
after recording return to:

Eric J. Fuglsang, Esq.
Quarles & Brady LLP
300 North LaSalle Street
Suite 4000
Chicago, IL 60654

SHORT FORM RAC AGREEMENT

THE CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois, as landlord ("**Landlord**"), hereby leases to _____, a _____, as RAC ("**RAC**"), and RAC hereby leases from Landlord, pursuant to the terms and conditions of an agreement (the "**RAC Agreement**") dated as of the date hereof between Landlord and RAC, certain real property ("**Premises**") located in City of Chicago, Cook County, Illinois, which Premises is located at the _____ and is more particularly described on *Exhibit A* attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the RAC Agreement.

1. **Term.** The term of the RAC Agreement will commence _____, 20____ and end _____, 20____, unless sooner terminated in accordance with the terms and provisions thereof.

2. **Reservation of Easements to Landlord.** Landlord has reserved to itself certain non-exclusive easements on the terms set forth in the RAC Agreement.

3. **RAC Agreement Controls Short Form.** This Short Form RAC Agreement is executed to give notice to third parties of the existence of the RAC Agreement and is not intended to modify or amend the RAC Agreement in any respect. The provisions of the RAC Agreement shall control over the provisions of this Short Form RAC Agreement. For details concerning the terms and conditions of the RAC Agreement, the RAC Agreement itself should be consulted.

4. **Limitation of Liability.** The liability of Landlord under this Short Form RAC Agreement shall be limited to the same extent that the liability of Landlord is limited under the RAC Agreement.

IN WITNESS WHEREOF, the parties have executed this Short Form RAC Agreement as of _____, 2013.

LANDLORD:

CITY OF CHICAGO,
a municipal corporation

By: _____
Commissioner of Aviation, Department of Aviation

RAC:

_____, a
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the Commissioner of the Department of Aviation of the City of Chicago, a municipal corporation, and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner of the Department of Aviation of said City, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20___.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and_____, of _____, a _____, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ of said limited liability company, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20___.

_____
Notary Public

EXHIBIT A
(to Short Form RAC Agreement)

PREMISES

[INSERT LEGAL DESCRIPTION]

Address: _____
Chicago, Illinois

P.I.N.s: _____

EXHIBIT H

CFC ORDINANCE

[SEE ATTACHED]

EXHIBIT I

BOND ORDINANCE

[SEE ATTACHED]

EXHIBIT J

FORM OF TERM COMMENCEMENT CONFIRMATION

Landlord: THE CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "**City**")

RAC: _____, a _____ ("**RAC**")

This Term Commencement Confirmation (this "**Confirmation**") is made by the City and RAC pursuant to that certain Consolidated Rental Car Facility Lease and License Concession Agreement dated as of _____, 20___ (the "**RAC Agreement**") for the Premises demised thereunder, all on the terms and conditions set forth therein, as modified hereby. This Confirmation is made pursuant to Subsection 5.1(c) of the RAC Agreement.

1. Construction Commencement Deadline. The Construction Commencement Deadline under Subsection 15.28(a) of the RAC Agreement shall be and is hereby established and confirmed as _____, 20___.

2. RAC Access Date; CRCF Substantial Completion. The RAC Access Date under Subsection 5.1(c) of the RAC Agreement shall be and is hereby established and confirmed as _____, 20___; the date of CRCF Substantial Completion under Subsection 5.1(c) of the RAC Agreement shall be and is hereby established and confirmed as _____, 20___.

3. Rent Commencement Date; Expiration Date. The Rent Commencement Date under Section 4.2 the RAC Agreement shall be and is hereby established and confirmed as _____, 20___; the Expiration Date under Article 1 of the RAC Agreement shall be and is hereby established and confirmed as _____, 20___.

4. Base Rent. The total square footage of the land underlying the Premises is hereby established and confirmed as _____ square feet; Base Rent during the initial five (5) years of the Term of the RAC Agreement is hereby established and confirmed as _____ and ___/100 Dollars ($_____) per year (calculated by multiplying $____ by _____, being the square footage of the land underlying the Premises), payable in equal monthly installments of _____ and ___/100 Dollars ($_____) each, and otherwise in accordance with the terms and provisions of the RAC Agreement, and subject to adjustment as provided therein.

5. Transponder Fee. The Transponder Fee under Section 2.14 of the RAC Agreement is hereby initially established and confirmed as _____ and ___/100 Dollars ($_____), which fee is subject to change from time to time during the Term of the RAC Agreement.

6. Acceptance of Premises. RAC has inspected the Premises and affirms that the Premises is acceptable in all respects in its current "as is" condition, subject to the terms and provisions of the RAC Agreement applicable thereto, including the City's warranty obligations and the City's capital repair and replacement obligations to the extent expressly set forth in the RAC Agreement.

7. Incorporation. This Confirmation is incorporated into the RAC Agreement, and forms an integral part thereof. This Confirmation shall be construed and interpreted in accordance with the terms

of the RAC Agreement for all purposes. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the RAC Agreement.

IN WITNESS WHEREOF, the City has caused this Confirmation to be executed on its behalf by the Commissioner of the City's Department of Aviation, pursuant to due authorization of the City Council, and RAC has caused this Confirmation to be executed on its behalf by its _____ and attested by its _____, pursuant to due authorization of its members, all as of the day and year first above written.

CITY:

CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois

By: _____
Commissioner of Aviation, Department of Aviation

RAC:

_____, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

RAC's Illinois agent for service of process:

Print Name: _____
Print Address: _____
_____
Title: _____

THIS CONFIRMATION SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE CITY

EXHIBIT K

CITY O&M STANDARDS

Electrical, Mechanical and Plumbing Systems

RAC shall test, operate, maintain, repair, and keep in good operating condition all mechanical, electrical, and plumbing equipment for the following:

HVAC, including without limitation, the following systems and/or items:

Air handling units, air terminal boxes, fans, heating units, piping systems, pumps, reheating coils, smoke exhaust systems, temperature controls/Building Automation System, unit heaters, VAV systems, water treatment testing, smoke detectors, fire detectors and alarms, fin tube radiation, heat tracing, filters, cooling systems/coils.

Electrical, including, without limitation, the following systems and/or items:

Advertising signage, general and emergency lighting, interior and exterior lighting fixtures, low voltage service and distribution (480 volts or less), motors and controllers, power and lighting panels, transformers, VFD drives, UPS systems, heaters/heat tracing.

Plumbing, including, without limitation, the following systems and/or items:

Domestic water piping/pumps, drinking fountains, fire protection (including any Halon systems), floor and area drains, gray water, plumbing fixtures, pumps (water, sewage, and storm (excluding curb front and roadway), sanitary sewer, vent piping and drains (excluding curb front and roadway), water heaters.

General Maintenance Services

RAC shall maintain and repair, including, without limitation, the following systems and/or items in the common areas of the customer service building, the garage and the Quick Turnaround Areas (QTAS):

Acoustic ceiling tiles, carpet, terrazzo, interior doors and door hardware, door re-keying/inventory controlled management/hardware, flooring and tiles, glass and glazing, masonry – interior/exterior, metals – interior/exterior, metal ceiling, roofing/decking, railings and handrails, restroom equipment/fixtures, roof, safety treads on steps, painting, drywall all surfaces, carpentry, exterior and interior doors, elevators, fire alarm system, high voltage service and distribution, minor structural/concrete repair, replacement/repair of interior and exterior glass and frames, painting, plumbing, and electrical, locksmith services, repair/replacement of terrazzo flooring and carpets, repair/replacement of sinks, toilets, automatic sensors, faucets and hand dryers, repair/replacement of common area or limited access doors, door frames, overhead doors, wall bumpers and weather stripping, repair/replacement of general building signage.

Cleaning Specifications

For purposes of this RAC Agreement "clean" shall mean: 1. Free from dirt, dust, litter, stain or impurities; unsoiled. 2. Free from foreign matter or pollution. 3. The presence of appropriate surface gloss

protection, unadulterated clean air, clean drinking water. Continuous cleaning is defined as the execution of cleaning tasks performed on an on-going daily basis, at minimum.

Customer Lobby

Task	Frequency
Remove Graffiti	Continuous
Police Litter	Continuous
Empty Trash Receptacles	Continuous
Replace trash liners	Continuous
Spot Clean Building Surfaces	Continuous
Dust, mop or sweep	As needed
Damp mop non-carpeted floors	As needed
Restore Terrazzo	Daily
Door glass and frames cleaned	Daily
Windows within reach dusted	Daily
Clean and disinfect ticket counter: (keyboard, computers, calculators)	Daily
Telephones cleaned and disinfected	Daily
Planters/ plant pots police & clean	Daily
Spot clean/wash signage	Daily
Floor mats spot cleaned & washer	Daily
Stairwells policed & cleaned	Continuous

Customer Entry and Exit Areas

Task	Frequency
Remove Graffiti	Continuous
Police Litter	Continuous
Empty Trash Receptacles	Continuous
Maintain doors and glass	Continuous
Dust, mop or sweep	As needed
Damp mop non-carpeted floors	As needed
Restore Terrazzo	Daily

Public Areas and Corridors

Task	Frequency
Remove Graffiti	Continuous
Police Litter	Continuous
Empty Trash Receptacles	Continuous
Spot Clean Building Surfaces	Continuous
Spot clean furniture surfaces	Daily
Damp mop non-carpeted floors	As needed
Vacuum completely	As needed
Spot mop	As needed
Dust, mop or sweep	As needed
Clean and disinfect windows	As needed
Clean and disinfect water fountain	As needed
Clean and disinfect pay phones	As needed

Restore Terrazzo	Daily
Door glass and frames cleaned	Daily
Windows within reach dusted	Daily
Clean walls and partitions	Daily
Telephones Clean and disinfected	Daily
Planters/ plant pots police & clean	Daily
Spot clean and wash signage	Daily
Floor mats spot cleaned & washer	Daily
Stairwells policed & cleaned	Daily
Remove refuse on exterior sidewalks and driveways	Daily

Stairs

Task	Frequency
Remove Graffiti	Continuous
Police Litter	Continuous
Empty Trash Receptacles	Continuous
Spot Clean Building Surfaces	Continuous
Dust, mop or sweep	As needed
Damp mop non-carpeted floors	As needed
Vacuum completely	Bi-weekly
Vacuum Traffic Lanes & remove soil	As needed
Remove carpet stains	As needed
Dust building surfaces	Weekly

Restrooms Facilities

Task	Frequency
Remove Graffiti	Continuous
Police Litter	Continuous
Empty Trash Receptacles	Continuous
Spot Clean Building Surfaces	Continuous
Spot clean mirrors, partitions & fixtures	Daily
Spot clean furniture surfaces	Daily
Dust, mop or sweep	As needed
Damp mop non-carpeted floors	As needed
Remove carpet stains	As needed
Vacuum Traffic Lanes & remove soil	As needed
Dust building surfaces	Weekly
Dust furniture surfaces	Weekly
Vacuum completely	Bi-weekly
Restore Terrazzo	As needed
Clean and disinfect fixtures	Continuous
Refill dispensers	As needed
Disinfect all surfaces	Continuous
Disinfect toilets and urinals	Continuous
Wet clean and disinfect floors	As needed
Clean and refill floor drains	As needed
Replenish supplies	As needed

Custodial Closets

Task	Frequency
Police Litter	Daily
Empty Trash Receptacles	Daily
Spot Clean Building Surfaces	Daily
Dust, mop or sweep	Daily
Clean and disinfect fixtures	Daily
Clean building surfaces	Weekly
Damp mop non-carpeted floors	Weekly

Elevators

Task	Frequency
Remove Graffiti	Twice Daily
Police Litter	Twice Daily
Spot clean surfaces	Twice Daily
Dust, mop or sweep	Daily
Remove carpet stains	As needed
Dust surfaces	Daily
Clean elevator door tracks	Daily
Clean floor mats	Daily
Damp mop non-carpeted floors	Bi-weekly
Vacuum completely	Bi-weekly

Quick Turnaround Area

General — All the systems, utilities and improvements pertaining to the QTA shall be kept in first class repair, operating condition, working order and appearance and in form and function for which the systems, utilities and improvements were designed.

Daily — All trash and debris shall be placed in appropriate trash collection receptacles with tight fitting lids that will be kept closed at all times, other than for the disposal into or the emptying of, said receptacles.

PROJECT WORK	Frequency
Carpet Shampooing "Bonnet Method"	Daily
Carpet Shampooing "Extraction Method"	Monthly
Machine Scrub Floors	Daily
Recondition Finished Floors	Monthly
Windows – Exterior	Quarterly
Blinds	Monthly
Wall Washing	Quarterly
Furniture Cleaning	Quarterly
Exterior Surfaces	Annually

EXHIBIT C

VOLUNTARY PROGRAM

VOLUNTARY PROGRAM TO PROVIDE GOOD FAITH EFFORTS TO USE BUSINESSES OWNED BY MINORITIES, WOMEN AND DISADVANTAGED PERSONS IN CONNECTION WITH AIRPORT OPERATIONS.

The undersigned On-Airport Rental Car Companies, each of whom operate rental car concessions at O'Hare Airport and Midway Airport (the "Airports") in the City of Chicago ("City") pursuant to license agreements with the City, in furtherance of the policy of the City to encourage those doing business with the City to take affirmative action to assist businesses owned by minority, women and disadvantaged persons to compete appropriately for contracts with and provide supplies and services to persons or business entities who have contracts with the City, hereby undertake the following voluntary program (the "Voluntary Program") to provide good faith efforts to use businesses owned by minorities, women and disadvantaged persons in connection with their operations at the Airports. In proposing the Voluntary Program set forth below, the On-Airport Rental Car Companies do not intend to supersede, conflict with or in any way impair the Federal Aviation Administration's ("FAA") Airport Concessionaire Disadvantaged Business Enterprise Program (the "ACDBE Program"), or the City's Minority-Owned And Women-Owned Business Enterprise Procurement Program (the "City M/WBE Program").

1. Starting immediately, the On-Airport Rental Car Companies will use good faith efforts to expand contracting opportunities for businesses owned by minorities, women and/or disadvantaged persons in connection with "non-fleet expenditures" attributable to the On-Airport Rental Car Companies' operations at the Airports. Subject to paragraph 6 below, the On-Airport Rental Car Companies agree that the goal of their outreach efforts will be to achieve, at a minimum, the following levels of expenditures in the following years with businesses owned by minority, women and/or disadvantaged persons ("M/W/DBE Businesses") that are: (i) certified by the City of Chicago, the County of Cook, the Illinois Unified Certification Program, the Chicago Minority Supplier Development Council and/or the Women's Business Development Council or (ii) not certified by any of the entities listed in subparagraph (i), but are nonetheless owned by minority, women and/or disadvantaged persons.

- 15% of non-fleet expenditures attributable to operations at the Airports for the years 2013-2016.

- 30% of non-fleet expenditures attributable to operations at the Airports for the years 2017 and thereafter.

2. For purposes of this Proposal, "Non-fleet expenditures" encompass all expenditures not attributable to the purchase of vehicles including, but not limited to:

- Insurance
- Chemicals
- Lubricants
- Gasoline
- Auto Parts
- Environmental Services

- Promotional Products
- Marketing
- Advertising
- Auto Body Repair and Painting
- Keys, Key Blanks and Key Cutting Equipment
- Maintenance Products
- Janitorial Products
- Professional Services
- Maintenance and Custodial Services

3. The On-Airport Rental Car Companies will post procurement opportunities for "Non-fleet expenditures" in connection with their operations at the Airports on the City Department of Procurement Service's M/WBE Forum.

4. The On-Airport Rental Car Companies will provide the Chicago Department of Aviation ("CDA") and the City Council Committee on Aviation with quarterly reports reflecting their progress in achieving the foregoing goals.

5. The On-Airport Rental Car Companies will work with CDA and Members of the City Council's Aviation Committee to sponsor public outreach sessions to identify and assist M/W/DBE Businesses in applying for ACDBE Certification.

6. To the extent that any future License Agreements relating to the On-Airport Rental Car Companies' operations at the Airports contain ACDBE goals that are equal to or greater than the percentages stated in paragraph 1 above, such goals will supersede and replace the goals provided for herein.

7. This Voluntary Program is not meant to supersede conflict with or in any way impair the ACDBE Program, any federal statute, rule or regulation relating to the operations of the Airports, or the City's M/WBE Program. To the extent anything in this Voluntary Program is interpreted to supersede, conflict with or in any way impair any of the foregoing, this Voluntary Program shall, only to the extent necessary, be deemed null and void.

ENTERPRISE RENT A CAR

By: _____

Name: _____

Its: _____

HERTZ RENT A CAR

By: _____

Name: _____

Its: _____

AVIS RENT A CAR SYSTEM, LLC

By: _____

Name: _____

Its: _____

EXHIBIT D

FORM OF CFC INDENTURE

INDENTURE OF TRUST

Between

CITY OF CHICAGO

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

Dated as of [Date of Indenture]

Securing

Chicago O'Hare International Airport

Customer Facility Charge Senior Lien Revenue Bonds

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INDENTURE OF TRUST

This Indenture of Trust dated as of [Date of Indenture] is entered into by and between the City of Chicago, a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, as trustee.

Capitalized terms not otherwise defined shall have the meaning set forth in Section 1.01 of this Indenture. Unless otherwise indicated, references to Articles or Sections refer to this Indenture.

Reference is made to the following facts:

A. The City has determined to issue Customer Facility Charge Revenue Bonds, in one or more series. The proceeds of the Series 2013 Bonds are to be applied to finance all or a portion of the costs of the design and construction of a new consolidated rental car facility, extension of the existing airport transit system to provide transportation between such consolidated rental car facility and airport passenger terminals, and related facilities, all as further described herein, at Chicago O'Hare International Airport, and to pay other Costs of the Project.

B. All things necessary to make the Series 2013 Bonds, when authenticated, the binding, limited obligations of the City and to create a valid lien and pledge as herein provided have been accomplished; and the execution and delivery of this Indenture and the issuance of the Series 2013 Bonds have been duly authorized.

C. The Series 2013 Bonds and any Additional Bonds and Subordinate Bonds issued pursuant to this Indenture are payable solely from the Trust Estate hereinafter pledged to the payment of the Bonds.

NOW, THEREFORE, in consideration of the mutual agreements and representations contained in this Indenture and for other good and valuable consideration, the receipt and sufficiency of which are duly acknowledged, the City and the Trustee hereby agree, covenant, grant, pledge, assign, represent, and warrant as follows (it being understood and agreed that the performance of the agreements of the City herein contained and any obligation it may incur hereunder for the payment of money shall not constitute a general obligation of the City or the State or a debt or a pledge of the faith and credit of the City or the State or any political subdivision or municipality thereof but shall be payable solely from the revenues and funds provided under this Indenture):

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions. The following terms as used in this Indenture, the Bonds and any certificate or document executed in connection therewith shall have the following meanings (or are defined elsewhere in this Indenture as indicated below) unless the context otherwise indicates:

"***Account or Accounts***" means any of the accounts established within any of the Funds pursuant to the provisions of this Indenture.

"***Additional Bonds***" means one or more Series of Additional Bonds issued pursuant to Section 3.02 of this Indenture and a Supplemental Indenture.

"***Administrative Expenses***" means annual expenses incurred by the City in connection with administration of the Series 2013 Bonds or the TIFIA Loan, including without limitation Rating Agency fees, audit fees and USDOT administrative fees.

"***Aggregate Debt Service***" means, with respect to one or more designated Series of Outstanding Bonds or, if no Bonds are designated, all Bonds Outstanding hereunder, for any period, the amount of all interest accrued in such period plus the amount required to pay principal coming due in such period on such Bonds; provided, however, that if the stated period is a Fiscal Year, the amount of principal shall be the principal payable on any date commencing with January 2 in such Fiscal Year and ending with January 1 in the following Fiscal Year, both inclusive, net of interest earned on any Fund or Account and deposited to the Debt Service Fund and Subordinate Debt Service Fund (as applicable) during such period and available for payment of principal of or interest on such Bonds.

"***Airport***" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way, or improvements which are now or later owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport.

"***Airport Customer***" means a Person that rents, picks up or enters into a written or oral agreement for the rental of a Motor Vehicle from a RAC or an Off-Airport RAC, either at the Airport or at a location other than the Airport if, and only if, a Courtesy Vehicle is used to transport such Person to and from the CRCF.

"***ATS***" or "***Airport Transit System***" means the Airport's automated people mover system which travels on a dedicated guideway providing passenger service at the Airport, including without limitation, to terminals, parking areas and the CRCF, including the vehicles used for transport, stations, and related equipment and associated improvements.

"***Authorized Denomination***" means (a) with respect to the Series 2013 Bonds, $5,000 or any integral multiple thereof, and (b) with respect to any Series of Additional Bonds or

Subordinate Bonds, such amounts as shall be specified in the Supplemental Indenture relating thereto.

"***Authorized Officer***" means, (a) in the case of the City, (i) the Mayor, the Chief Financial Officer, the City Treasurer, the Commissioner, the City Comptroller or any other official of the City so designated by a Certificate signed by the Mayor and filed with the Trustee for so long as that designation is in effect and (ii) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office; and (b) in the case of the Trustee, any officer within the corporate trust department (or similar group) of the Trustee responsible for the administration of this Indenture, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"***Beneficial Owner***" means, so long as the Bonds are in the Book-Entry-Only System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository. If at any time the Bonds are not held in the Book-Entry-Only System, Beneficial Owner means the Owner for purposes of this Indenture.

"***Bond Counsel***" means any attorney at law or firm of attorneys, selected by the City and reasonably acceptable to the Trustee, of nationally recognized standing in matters pertaining to the validity of and the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"***Bondholder***" or "***holder***" means, as of any time, the registered owner of any Bond as shown in the register kept by the Trustee as bond registrar.

"***Bonds***" means the Series 2013 Bonds and any Additional Bonds and Subordinate Bonds from time to time Outstanding under this Indenture.

"***Bond Year***" means any one-year period ending on January 1, other than the initial Bond Year, which shall commence on the Closing Date and end on January 1, 2014.

"***Book-Entry-Only System***" means the system maintained by the Securities Depository described in Section 3.07.

"***Business Day***" means any day other than a Saturday, Sunday or legal holiday or the equivalent (other than a moratorium) on which banking institutions generally in either of the City or New York, New York are authorized or required by law or executive order to close.

"***CFC***" or "***Customer Facility Charge***" means the customer facility charge or customer facility charges to be collected by the RACs or Off-Airport RACs and remitted to the Trustee for the benefit of the City, or, if no Bonds remain Outstanding, remitted directly to the City, as

further defined and provided in each RAC Agreement or in any agreements with Off-Airport RACs.

"***CFC PAYGO Project Account***" means the account established within the CFC Stabilization Fund pursuant to Section 5.11(a) and described in Section 5.11(b), to be maintained and held by the City.

"***CFC Revenue Fund***" means the fund established pursuant to Section 5.01 into which all Revenues shall be deposited upon receipt by the Trustee and applied as set forth in Section 5.03.

"***CFC Stabilization Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.11, to be maintained and held by the City.

"***CFC Stabilization Fund Minimum Requirement***" means $20,000,000, provided such amount may be increased under the terms of a Supplemental Indenture or a certificate of an Authorized Officer of the City. In determining whether the amount of funds in the CFC Stabilization Fund meets the CFC Stabilization Fund Minimum Requirement, the calculation shall include amounts in the Maintenance Reserve Account but shall not include amounts in the CFC PAYGO Project Account.

"***CFC Statute***" means Section 6-305(j) of the Illinois Vehicle Code, 625 ILCS 5/6-305(j).

"***Chief Financial Officer***" means the Chief Financial Officer of the City appointed by the Mayor, or the City Comptroller of the City at any time a vacancy exists in the office of the Chief Financial Officer.

"***City***" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State.

"***City Council***" means the City Council of the City, or any succeeding governing or legislative body of the City.

"***Closing Date***" means the date of delivery of the Series 2013 Bonds to the initial purchasers thereof against payment therefor.

"***Code***" or "***IRC***" means the Internal Revenue Code of 1986, as from time to time amended, and any regulations promulgated thereunder, including without limitation any Treasury Regulations or Temporary or Proposed Regulations, as the same shall from time to time be amended including (until modified, amended or superseded) Treasury Regulations or Temporary or Proposed Regulations under the Internal Revenue Code of 1954, as amended.

"***Commissioner***" means the Commissioner of Aviation of the City or any designee of the Commissioner, or any successor or successors to the duties of any such official

"***Completion Certificate***" means the completion certificate required under Section 6.06 below to be executed by the City upon the completion of the Project.

"***Completion Date***" means the earlier to occur of (i) the date on which the Project is completed as evidenced by the delivery of a Completion Certificate and (ii) the date of abandonment of the Project.

"***Consultant***" means any one or more consultants selected by the City with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a member, officer or employee of the City.

"***Consulting Engineer***" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State, who, in the case of any individual, shall not be a director, officer or employee of the City.

"***Continuing Disclosure Undertaking***" means the Continuing Disclosure Undertaking of the City relating to the Bonds, as from time to time in effect.

"***Contract Day***" means, with respect to rentals of Motor Vehicles, up to a 25-hour period or fraction thereof for the first Contract Day and successive 24-hour periods (or fractions thereof) for each successive Contract Day.

"***Costs of Collection***" means all reasonable attorneys' fees and out-of-pocket expenses incurred by the Trustee directly or indirectly related to the Trustee's efforts to collect or enforce the Bonds, this Indenture, or any of the Trustee's rights, remedies, powers, privileges, or discretion against or in respect of the City thereunder (whether or not suit is instituted in connection with any of the foregoing).

"***Costs of the Project***" means all costs of the Project, including without limitation costs of the construction manager, the program manager and allocated costs of program administration, the costs of issuing the Bonds, and other costs chargeable to the capital account of the Project, in each case to the extent that such costs are permitted under the CFC Statute.

"***Co-Trustee***" means any Co-Trustee appointed by the Trustee pursuant to the provisions of Section 8.12.

"***Counsel***" means an attorney or a firm of attorneys admitted to practice law in the highest court of any state of the United States of America.

"***Courtesy Vehicle***" means a shuttle bus or other vehicle providing transportation services on Airport premises to or from RAC or Off-Airport RAC facilities.

"***CRCF***" means the new consolidated rental car facility. The CRCF consists of the following: (i) an elevated structure ("***ES***") containing multiple stories which will be used by RACs for vehicle ready/return operations, vehicle storage, a customer service center including customer service counters, waiting areas and related facilities and office space; and (ii) a multi-story fuel/car wash quick turn-around vehicle service facility ("***QTA***") on land located near the ES, together with a dedicated roadway for rental vehicle use only connecting the ES and QTA. The CRCF does not include that portion of the ES used as public parking facilities unrelated to its use as a consolidated rental car facility.

"***Days***" or "***days***" shall refer to calendar days, unless otherwise specified herein.

"***Debt Service Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.04.

"***Debt Service Reserve Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.07.

"***DSRF Requirement***" means one hundred percent (100%) of the Maximum Annual Debt Service on the Bonds (other than Subordinate Bonds) then outstanding.

"***Default***" means any Event of Default or any event or condition which, with the passage of time or giving of notice or both, would constitute an Event of Default.

"***Defeasance Obligations***" means non-callable investment securities of the type set forth in paragraphs (a), [or (b)] of the definition of Qualified Investments.

"***Depositary***" means any bank or trust company, which may include the Trustee, duly authorized by Law to engage in the banking business and selected by the City as a depositary of moneys under the provisions of this Indenture.

"***Draw Down Date***" means the twenty-fifth (25^{th}) day of each month or, if such day is not a Business Day, the next succeeding Business Day of each month that any Bonds remain Outstanding.

"***Electronic Means***" means telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

"***Event of Default***" See Section 7.01.

"***Facility Rent***" means the annual amount payable by the RACs to the City pursuant to Section 4.3 of the RAC Agreements.

"***Favorable Opinion of Bond Counsel***" means, with respect to any action relating to a Series of Tax-Exempt Bonds, the occurrence of which requires such an opinion, an unqualified written legal opinion of Bond Counsel to the effect that such action is permitted under this

Indenture and will not impair the exclusion of interest on the Tax-Exempt Bonds of such Series from gross income for purposes of federal income taxation (subject to the inclusion of any exception contained in the opinion delivered upon the original issuance of such Series of Tax-Exempt Bonds).

"***Federal Obligation***" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"***Fiscal Year***" means the City's Fiscal Year, commencing on January 1 and expiring on the following December 31.

"***Fitch***" means Fitch Ratings, Inc. a corporation duly organized and existing under the laws of the State of New York, its successors and assigns.

"***Fixed Rate***" means one or more nonfloating, nonvariable interest rates which apply to a Series of Bonds.

"***Fund or Funds***" means any of the funds established in Section 5.01(a) hereof.

"***Indenture***" means this Indenture of Trust, as supplemented and amended from time to time in accordance with its terms.

"***Interest Payment Date***" for the Series 2013 Bonds means January 1 and July 1 of each year that the Series 2013 Bonds remain Outstanding, and for any other Bonds, the dates for the payment of interest as set forth in the Supplemental Indenture entered into in connection with the issuance of such Bonds.

"***Laws***" means all present and future laws, rules, regulations, directives, permits, executive orders, other governmental orders and conditions of any permits or other governmental approvals applicable to this Indenture, the Bonds, the RACs, the Off-Airport RACs, the Project, or the use thereof, or any of them from time to time, foreseen, unforeseen; provided, however, that rules, directives and regulations of the City shall only be deemed "Laws" if generally applicable at the Airport.

"***Maintenance Reserve Account***" means the account established within the CFC Stabilization Fund pursuant to Section 5.11(a) and described in Section 5.11(c), to be maintained and held by the City.

"***Maintenance Reserve Account Requirement***" means $20,000,000.

"***Majority of the Bondholders***" means the holders of more than fifty percent (50%) of the aggregate principal amount of Outstanding Bonds.

"***Maturity Date***" for the Series 2013A Bonds means the dates set forth in **Exhibit B**, for the Taxable Series 2013B Bonds means the dates set forth in **Exhibit B**, and for any other Series

of Bonds means the maturity date or dates specified in the Supplemental Indenture entered into in connection with the issuance of such Bonds.

"***Maximum Annual Debt Service***" for any Bonds that are Outstanding means the maximum annual scheduled payments of principal of and interest on such Bonds in any future Bond Year, excluding any accrued or capitalized interest.

"***Maximum Rate***" means the maximum rate of interest on the relevant obligation as may be established by a Supplemental Indenture entered into in connection with the issuance of any Additional Bonds or Subordinate Bonds, and in all events, a rate not exceeding that permitted by applicable Law.

"***Minimum Annual Requirement***" shall have the meaning set forth in Section 6.04(b).

"***Moody's***" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

"***Motor Vehicle***" means any motor vehicle within the meaning of Section 1-146 of the Illinois Vehicle Code, 625 ILCS 5/1-146.

"***Nonpurpose Payments***" has the meaning ascribed to such term in the Regulations.

"***Nonpurpose Receipts***" has the meaning ascribed to such term in the Regulations.

"***Notice Address***" means, for the City, City of Chicago, Office of Chief Financial Officer, 33 North LaSalle Street, 6th Floor, Chicago, Illinois 60602, with a copy to City of Chicago, Chicago Department of Aviation, 10510 West Zemke Road, Chicago, Illinois 60606, Attention: Commissioner of the Chicago Department of Aviation; and for the Trustee, The Bank of New York Mellon Trust Company, N.A., 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, Attention: Corporate Trust, or such other or additional address(es) as may be stated in writing in a notice to the other party.

"***Off-Airport RAC* or *RACs***" means and refers to any Person operating a rental car business servicing Airport Customers from a location other than the CRCF.

"***Operation and Maintenance Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.10, to be maintained and held by the City.

"***Operation and Maintenance Fund Requirement***" means (i) one hundred percent (100%) of the amount determined by the City and shown in the annual budget for annual operation and maintenance expenses of the CRCF, plus (ii) a percentage determined by the City to be the amount to be allocated to the CRCF, of the amount determined by the City and shown in the annual budget for annual operation and maintenance expenses of the ATS, plus (iii) one hundred percent (100%) of the amount determined by the City and shown in the annual budget for annual Administrative Expenses.

"***Outstanding Bonds***" or "***Bonds outstanding***" means the amount of principal of the Bonds which has not at the time been paid, exclusive of (a) Bonds in lieu of which others have been authenticated under Section 3.06, (b) principal of any Bond which has become due (whether by maturity, call for redemption or otherwise) and for which provision for payment as required herein has been made, (c) principal of any Bond that is deemed to have been paid as provided in Section 2.02, and (d) for purposes of any direction, consent or waiver under this Indenture, Bonds deemed not to be outstanding pursuant to Sections 2.02 and 10.07.

"***Par Call Bonds***" means those Bonds, if any, described in **Exhibit B** attached to this Indenture.

"***Participant***" means, with respect to DTC or another Securities Depository, a member of or participant in DTC or such other Securities Depository, respectively.

"***Paying Agent***" means the Trustee or any other paying agent appointed in accordance with Section 8.11 hereof.

"***Payment Date***" means each Interest Payment Date, Principal Payment Date or any other date on which any principal of, premium, if any, or interest on any Bond is due and payable for any reason, including without limitation upon any redemption or prepayment of Bonds.

"***Person***" means a corporation, association, partnership, limited liability company, joint venture, trust, organization, business, individual or government or any governmental agency or political subdivision thereof.

"***Pledged Receipts***" means all CFCs received or receivable by the Trustee for the account of the City, all Facility Rent payable by the RACs, all casualty insurance proceeds and condemnation awards required to be applied pursuant to Section 6.09, all moneys, investments and proceeds on deposit in the Project Fund, the Debt Service Fund, the Reserve Funds, the Subordinate Debt Service Fund and the Subordinate Reserve Fund, and interest and investment earnings thereon, subject to the provisions of Section 5.13 regarding moneys for the benefit of the holders of particular Bonds, and any other moneys collected from Off-Airport RACs or from users of the Project other than the RACs and designated by an Authorized Officer of the City as Pledged Receipts. The Pledged Receipts shall not include moneys, investments and proceeds in the Rebate Fund, the Operation and Maintenance Fund or the CFC Stabilization Fund, and shall not include the Unassigned Rights.

"***Principal Payment Date***" for the Series 2013 Bonds means January 1 of each year in which principal of the Series 2013 Bonds is due and payable, and for any other Bonds, the dates for the payment of principal as set forth in the Supplemental Indenture entered into in connection with the issuance of such Bonds.

"***Project***" means the permitting, design, development, construction, equipping, furnishing and acquisition of (i)(a) the CRCF, including the associated structures, roadways, facilities, infrastructure improvements to utilities and other infrastructure to support the CRCF, and (b) additions, extensions and improvements to the ATS, in each case to the extent that such purposes

are permitted under the CFC Statute; and (ii) such other purposes related to the CRCF or the ATS as permitted under the CFC Statute and determined by the Commissioner.

"***Project Budget***" means the City's approved capital budget for the Project.

"***Project Fund***" means the fund created pursuant to Section 5.01 and described in Section 5.02.

"***Qualified Collateral***" means:

(a) Federal Obligations;

(b) direct and general obligations of any State of the United States of America or any political subdivision of the State which are rated in one of the two highest rating categories by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise; and

(c) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"***Qualified Investments***" means those investments set forth in **Exhibit D** attached to this Indenture.

"***RAC***" means a Person that operates a rental car business serving Airport Customers under terms of a RAC Agreement with the City and who leases space within the CRCF.

"***Rating Agency***" means, as of any date, each of Fitch, Moody's and S&P, and any other Nationally Recognized Statistical Rating Organization ("NRSRO") designated by the City by notice to the Trustee; provided, however, that the City may substitute any NRSRO for any of Fitch, Moody's or S&P by notice to the Trustee.

"***RAC Agreement***" means, for any RAC, the Consolidated Rental Car Facility Lease and License Concession Agreement at Chicago O'Hare International Airport dated as of _____, 2013, between such RAC and the City, as supplemented, amended, modified or superceded from time to time in accordance with its terms.

"***Rating Category***" means a generic securities rating category, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

"***Rebate Fund***" means the fund created pursuant to Section 5.01 and described in Section 5.12.

"***Rebate Installment Date***" means the dates selected by the City pursuant to the Regulations for the payment of rebate or yield reduction payments as provided in Section 5.12 hereof, the first of which shall be no later than 60 days after the close of the fifth Bond Year for each Series of Tax-Exempt Bonds. Each such Rebate Installment Date shall be no more than five years following the next preceding Rebate Installment Date. Rebate Installment Date shall also include a date selected by the City which is no later than 60 days following the final payment of each Series of Tax-Exempt Bonds which is treated as a separate series for federal tax purposes.

"***Rebate Professional***" is defined in Section 5.12(c).

"***Record Date***" means (a) with respect to the Series 2013 Bonds, with respect to each Payment Date the close of business on the fifteenth day of the month immediately preceding the month in which such Payment Date occurs, (b) with respect to any other Series of Bonds, the date specified in the Supplemental Indenture providing for the issuance of such Series of Bonds.

"***Refunding Bonds***" means one or more Series of Bonds issued pursuant to Section 3.02 to refund Outstanding Bonds.

"***Registrar***" means the Trustee acting as the Bond registrar hereunder.

"***Registration Books***" means the register of the record owners of the Bonds maintained by the Registrar.

"***Regulations***" means the Treasury Regulations applicable to Section 148(f) of Code.

"***Required Reserve Amounts***" means, respectively, the Rolling Coverage Fund Requirement, the Supplemental Reserve Fund Requirement and the DSRF Requirement for each Series of Bonds.

"***Requisition Certificate***" means a written certificate executed by the City substantially in the form of **Exhibit C** attached to this Indenture.

"***Reserve Funds***" means, collectively, the Rolling Coverage Fund, the Supplemental Reserve Fund and the Debt Service Reserve Fund, and no other Funds.

"***Revenues***" means CFCs, Facility Rent and any other sums paid to the Trustee for deposit in the CFC Revenue Fund.

"***Rolling Coverage Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.05.

"***Rolling Coverage Fund Requirement***" means twenty-five percent (25%) of the Maximum Annual Debt Service on the Bonds (other than Subordinate Bonds) then outstanding.

"***Securities Act***" means the federal Securities Act of 1933, as amended, and any successor thereto.

"***Securities Depository***" or "***DTC***" means The Depository Trust Company and its successors and assigns or any other securities depository selected by the City which agrees to follow the procedures required to be followed by such securities depository in connection with the Bonds.

"***Securities Exchange Act***" means the federal Securities Exchange Act of 1934, as amended, and any successor thereto.

"***Series***" means each of the Series 2013A Bonds and the Taxable Series 2013B Bonds issued pursuant to this Indenture and each series of Additional Bonds or Subordinate Bonds issued pursuant to a Supplemental Indenture.

"***Series 2013 Bonds***" means, collectively, the Series 2013A Bonds and the Taxable Series 2013B Bonds.

"***Series 2013 Project Accounts***" means, collectively, the Series 2013A Project Account and the Taxable Series 2013B Project Account.

"***Series 2013A Bonds***" means the Chicago O'Hare International Airport Customer Facility Charge Senior Lien Revenue Bonds, Series 2013A issued hereunder in the original aggregate principal amount set forth in **Exhibit B**.

"***Series 2013A Debt Service Account***" means the account of such name established in the Debt Service Fund pursuant to Section 5.04.

"***Series 2013A Project***" means that portion of the Project that is eligible for funding with the proceeds of Tax-Exempt Bonds under the Code.

"***Series 2013A Project Account***" means the account of such name established in the Project Fund pursuant to Section 5.02.

"***S&P***" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns.

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

"***Subordinate Bonds***" means any Series of Bonds issued pursuant to Section 3.04.

"***Subordinate Debt Service Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.08.

"***Subordinate Reserve Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.09 and any one or more other funds established pursuant to a Supplemental Indenture or Indentures or other financing document that provided for the issuance of one or more Subordinate Bonds.

"***Supplemental Indenture***" means each supplement to this Indenture or each other financing document entered into pursuant to Section 3.02 or Section 3.04 and Section 9.01(h) providing for the issuance of a Series of Additional Bonds or Subordinate Bonds or a supplement entered into pursuant to Sections 9.01 or 9.02 for the purposes and in the manner set forth therein.

"***Supplemental Reserve Fund***" means the fund established pursuant to Section 5.01 and described in Section 5.06.

"***Supplemental Reserve Fund Requirement***" means fifty percent (50%) of the Maximum Annual Debt Service on the Bonds (other than Subordinate Bonds) then outstanding.

"***Taxable Series 2013B Bonds***" means the Chicago O'Hare International Airport Customer Facility Charge Senior Lien Revenue Bonds, Taxable Series 2013B issued hereunder in the original aggregate principal amount set forth in **Exhibit B**.

"***Taxable Series 2013B Debt Service Account***" means the account of such name established in the Debt Service Fund pursuant to Section 5.04.

"***Taxable Series 2013B Project Account***" means the account of such name established in the Project Fund pursuant to Section 5.02.

"***Tax-Exempt Bonds***" means the Series 2013A Bonds and any other Series of Bonds the interest on which is excludable from the gross income of the recipient thereof for federal income tax purposes.

"***TIFIA Loan***" means that loan or loans, if any, to the City from USDOT to fund, in part, the Project, pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998, 23 U.S.C. §§ 181-189, the obligation of the City to repay which shall constitute an Additional Bond or a Subordinate Bond hereunder (as provided by and subject to the provisions of Section 3.04(d)) and be repaid from Revenues as provided herein.

"***Trustee***" means The Bank of New York Mellon Trust Company, N.A., with its successors and, where the context may require, any separate Trustee or Co-Trustee appointed by the Trustee pursuant to the provisions of this Indenture.

"***Trust Estate***" means the Pledged Receipts and other rights assigned by the City to the Trustee hereunder.

"***Trust Indenture Act***" means the federal Trust Indenture Act of 1939, as amended, and any successor thereto.

"***Unassigned Rights***" means the rights of the City under each RAC Agreement, except, as long as any Bonds remain Outstanding, the right to receive and collect CFCs and Facility Rent.

"***USDOT***" means the United States Department of Transportation.

"***Variable Rate***" means an interest rate on a Series of Bonds which rate is subject to change from time to time as specified in the applicable Supplemental Indenture.

Section 1.02 Certain References. Any reference in this Indenture to the City or the Trustee shall include those Persons which succeed to their functions, duties or responsibilities pursuant to or by operation of Law or who are lawfully performing their functions. Any reference in this Indenture to any statute or law or chapter or section thereof shall include all amendments, supplements or successor provisions thereto.

Section 1.03 Interpretation; Construction of Certain Terms. All terms defined herein and all pronouns used in this Indenture shall be deemed to apply equally to singular and plural and to all genders. The table of contents, titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof. Reference to Articles or Sections in this Indenture, except where another meaning is specifically indicated, is to the applicable Article or Section of this Indenture. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein, and to provide for the full and timely payment of all Bonds from time to time hereafter issued by the City, including without limitation, all TIFIA Loans received by the City.

Section 1.04 Timing of Certain Actions. Whenever in this Indenture there is specified a time of day at or by which a certain action must be taken, such time shall be local time in Chicago, Illinois, except as otherwise specifically provided in this Indenture. If the date for making any payment or the last day for the performance of any act or the exercise of any right provided in this Indenture shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture, except as otherwise specifically provided herein.

ARTICLE 2
PLEDGE AND ASSIGNMENT OF CITY

Section 2.01 Pledge and Assignment. In order to secure the due payment of principal of and premium, if any, and interest on the Bonds and compliance by the City with its agreements contained in this Indenture, the City hereby grants, pledges and assigns to the Trustee for the benefit of the Bondholders all of its right, title and interest in and to the Pledged Receipts. The pledge hereof and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City with respect to the Bonds (other than the Subordinate Bonds) shall be for the equal benefit, protection and security of the holders of any and all Bonds (other than the Subordinate Bonds), and the pledge hereof and the provisions, covenants and agreements herein

set forth to be performed by or on behalf of the City with respect to the Subordinate Bonds shall be for the equal benefit, protection and security of the holders of any and all Subordinate Bonds. Bonds (other than Subordinate Bonds) or Subordinate Bonds, respectively, regardless of the time or times of their respective issue or maturity, shall be of equal rank with the other Bonds (other than the Subordinate Bonds), or Subordinate Bonds, as the case may be, without preference, priority or distinction over any other thereof except as expressly provided in this Indenture.

In each of the RAC Agreements, the RACs have acknowledged that the CFCs collected by the RACs prior to remittance to the Trustee or the City shall be subject at all times to a first lien for the repayment of the Bonds and the TIFIA Loan, if any, and that the RACs shall not grant to any third party (other than the City) any liens or encumbrances on CFCs, and that any lien or encumbrance on CFCs granted by a RAC to a third party or otherwise purported to be obtained by a third party shall be void and of no force or effect. In each of the RAC Agreements, the RACs have agreed that all CFCs collected by the RACs are not income, revenue or any other asset of the RACs, that the RACs have no legal or equitable ownership or property interest in the CFCs, and the RACs have waived any claim to a possessory or legal or equitable ownership interest in the CFCs. Prior to remittance to the Trustee or the City, CFCs shall be held by the RACs as funds in trust for the benefit of the City, and the City (or the Trustee on its behalf) shall have complete possessory and legal and equitable ownership rights to the CFCs.

Section 2.02 Defeasance of Lien. When the City has paid or has been deemed to have paid, within the meaning of this Section 2.02, to the holders of all of the Bonds the principal and interest and premium, if any, due or to become due thereon at the times and in the manner stipulated therein and herein, and all other obligations owing to the Trustee hereunder have been paid or provided for, the lien of this Indenture on the Trust Estate shall terminate, except that, notwithstanding termination of the lien hereof, the obligations to make all payments required by Section 5.12 and to take any other action under Section 5.12 shall continue until all such obligations and actions have been paid and performed in full. Upon the written request of the City, the Trustee shall upon the termination of the lien hereof promptly execute and deliver to the City an appropriate discharge hereof except that, subject to the provisions of this Indenture, the Trustee shall continue to hold in trust amounts held pursuant to Section 5.12 for the payment of the principal of, premium, if any, and interest on the Bonds and moneys held for rebate to the United States of America under section 148(f) of the Code.

Outstanding Bonds shall be deemed to have been paid within the meaning of this Section 2.02 if the Trustee shall have paid to the holders of such Bonds, or shall be holding in trust for and shall have irrevocably committed to the payment of such Outstanding Bonds, moneys sufficient for the payment of all principal of and interest and premium, if any, on such Bonds to the date of maturity or redemption, as the case may be; provided, that if any of such Bonds are Tax-Exempt Bonds, and are deemed to have been paid prior to the earlier of the redemption or the maturity thereof, the Trustee and the City shall have received an unqualified opinion of Bond Counsel that such payment and the holding thereof by the Trustee shall not in and of itself cause interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes; and provided, further, that if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given to the Bondholders or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice.

Outstanding Bonds also shall be deemed to have been paid for the purposes of this Section 2.02 if the Trustee shall be holding in trust for and shall have irrevocably committed to the payment of such Outstanding Bonds Defeasance Obligations the principal installments of and/or the interest on which when due, without reinvestment, will provide moneys which, together with moneys, if any, so held and so committed, shall be sufficient for the payment of all principal of and interest and premium, if any, on such Bonds to the date of maturity or redemption, as the case may be and a report in form and substance acceptable to the Trustee and the City of a verification agent acceptable to the Trustee and the City verifying that the principal installments of and/or the interest on such Defeasance Obligations, if paid when due and without reinvestment, will, together with any moneys so deposited, be sufficient for the payment of all principal of and interest and premium, if any, on such Bonds to the date of maturity or redemption, as the case may be; provided, that if any of such Bonds are Tax-Exempt Bonds and deemed to have been paid prior to the earlier of the redemption or the maturity thereof, the Trustee and the City shall have received an unqualified opinion of Bond Counsel that such payment and the holding of such Defeasance Obligations and moneys, if any, shall not in and of itself cause interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes; and provided, further, that if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice.

Any moneys held by the Trustee in the manner provided by the provisions of this Section 2.02 shall be invested by the Trustee in the manner provided by Section 5.13 (but only to the extent that such investments are available) only in Defeasance Obligations which do not contain provisions permitting redemption at the option of the issuer, the maturities or redemption dates, without premium, of which shall coincide as nearly as practicable with, but not be later than, the time or times at which said moneys will be required for the aforesaid purposes. The making of any such investments or the sale or other liquidation thereof shall not be subject to the control of the City and the Trustee shall have no responsibility for any losses resulting from such investment. Any income or interest earned by, or increment to, the investments held under this Section 2.02, to the extent determined from time to time by the Trustee to be in excess of the amount required to be held by it for the purposes of this Section 2.02, shall be paid first to the Trustee to the extent necessary to repay any unpaid obligations owing to the Trustee. The remainder, if any, shall be paid to the City.

After all of the Outstanding Bonds shall be deemed to have been paid and all other amounts required to be paid under this Indenture shall have been paid, then upon the termination of this Indenture any amounts in the Project Fund, the Debt Service Fund, the Reserve Funds (after application thereof as provided in this Indenture), the Subordinate Debt Service Fund and the Subordinate Reserve Fund, shall be paid first to the Trustee to the extent necessary to repay any unpaid obligations owing to the Trustee, and thereafter the remainder, if any, shall be paid to the City.

Section 2.03 Further Assurance. The City, at the written request of the Trustee, will from time to time execute, deliver and record and file such instruments as may be reasonably required to confirm, perfect or maintain the security interests created hereby and the transfer, assignment and grant of rights hereunder; provided, however, that the Trustee shall have no obligation to make any such request unless directed in writing by a Majority of the Bondholders.

ARTICLE 3
THE BONDS

Section 3.01 Issuance of Series 2013 Bonds; Dates, Maturities and Interest.

(a) Issuance. The Series 2013A Bonds shall be designated "Chicago O'Hare International Airport Customer Facility Charge Senior Lien Revenue Bonds, Series 2013A", shall be issued in the original aggregate principal amount set forth in **Exhibit B** and shall be substantially in the form set forth in **Exhibit A** attached hereto, with such variations, omissions and insertions as are permitted or required hereby. The Taxable Series 2013B Bonds shall be designated "Chicago O'Hare International Airport Customer Facility Charge Senior Lien Revenue Bonds, Taxable Series 2013B", shall be issued in the original aggregate principal amount set forth in **Exhibit B** and shall be substantially in the form set forth in **Exhibit A** attached hereto with such variations, omissions and insertions as are permitted or required hereby. Except to the extent otherwise provided in Section 3.07 or made necessary as a result of a partial redemption, the Series 2013A Bonds and the Taxable Series 2013B Bonds shall be issued in fully registered form without coupons numbered from RA-1 or RB-1, respectively, upwards and in Authorized Denominations.

The Series 2013 Bonds shall be registered in such names as shall be requested by the Bondholders.

(b) Date. The Series 2013 Bonds shall be dated the date of delivery thereof and interest shall accrue from such date.

(c) Maturities. The Series 2013 Bonds shall have the stated maturity dates as provided in **Exhibit B** attached hereto. The Series 2013 Bonds shall be subject to redemption prior to stated maturity as and to the extent provided in Section 4.01.

(d) Interest. The Series 2013 Bonds shall bear interest as provided in **Exhibit B**. Interest on each Series 2013 Bond shall accrue from its dated date, payable on each Interest Payment Date. The Series 2013 Bonds shall bear interest from and including the date thereof until payment of the principal thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Series 2013 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

(e) Payment of the Bonds. Principal of and premium, if any, and interest on the Series 2013 Bonds is payable in lawful money of the United States of America. The final payment of principal of, premium, if any, and interest on the Series 2013 Bonds shall be payable in immediately available funds at the corporate trust office of the Trustee at which this Indenture is administered upon surrender of the Series 2013 Bonds, and other payments shall be payable by check or draft mailed by the Trustee to the Bondholder at its address appearing on the Register as of the close of business on the Record Date; provided, however, that if the holder of Series 2013 Bonds or group of which such holder is a part holds Series 2013 Bonds aggregating $1,000,000 or more in

outstanding principal amount and gives written notice thereof to the Trustee accompanied by sufficient wire transfer instructions, then payments of interest with respect to such Series 2013 Bonds shall be payable by wire transfer of immediately available funds.

(f) Exhibit B. Promptly following the establishment of the terms of each Series of the Series 2013 Bonds, an Authorized Officer of the City shall file with the City Clerk of the City an addendum to this Indenture, which shall be attached to this Indenture as **Exhibit B**, setting forth the principal amount, dates, amortization, maturities, fixed interest rates, and optional redemption provisions (if any) of each Series of the Series 2013 Bonds.

Section 3.02 Authorization of Additional Bonds.

(a) In addition to the Series 2013 Bonds initially issued, one or more Series of Additional Bonds may be issued on a parity with all Outstanding Bonds (other than Subordinate Bonds) for such purposes hereinafter set forth as may be requested by the City; provided, that at no time prior to January 1, 2023 shall the aggregate principal amount of Outstanding Bonds (other than Subordinate Bonds) exceed $300,000,000; and further provided, that the issuance of any Series of Additional Bonds shall be conditioned upon the Trustee's receipt of the following:

(i) an ordinance of the City Council of the City authorizing the issuance of such Series of Additional Bonds, and setting forth the relevant details of such Series of Bonds;

(ii) a written order from an Authorized Officer of the City directing the authentication and delivery of such Series of Additional Bonds to or upon the order of the purchaser or purchasers named therein upon payment of the purchase price set forth therein;

(iii) a certificate of the City requesting the issuance of such Additional Bonds, stating that no default exists with respect to the obligations to be performed by the City under this Indenture and that all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Additional Bonds have been complied with;

(iv) an opinion of Bond Counsel addressed to the City and the Trustee:

(1) stating that all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Additional Bonds have been complied with, including any conditions precedent specified in this Section 3.02;

(2) stating that the Series of Additional Bonds whose authentication and delivery are then applied for, when issued and executed by the City and authenticated and delivered by the Trustee, will be valid

and binding obligations of the City in accordance with their terms and entitled to the benefits of and secured by the lien of this Indenture; and

(3) if the interest on such Additional Bonds then proposed to be issued is intended to be exempt from federal income taxation, stating that the interest on such Bonds is not includable in gross income of the recipient thereof for federal income tax purposes;

(v) an executed counterpart of a Supplemental Indenture providing for such Additional Bonds, which Supplemental Indenture shall provide the means by which the Required Reserve Amount for each Reserve Fund will be satisfied upon issuance of the proposed Series of Additional Bonds;

(vi) Either:

(1) a report of a Consultant to the effect that (i) the CFCs, at the then current level and taking into account any other level as has been approved and will be imposed during the forecast period, projected to be remitted to the Trustee (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) for each of the three Fiscal Years following the date of issuance of such Additional Bonds or the date of final expenditure of capitalized interest funded from such Additional Bonds, whichever is later, are expected, as of the end of each such Fiscal Year, to be at least equal to 1.25 times the Maximum Annual Debt Service on all Bonds Outstanding (including such Additional Bonds), other than Subordinate Bonds, and (ii) the CFCs, at the then current level and taking into account any other level as has been approved and will be imposed during the forecast period, and Facility Rent projected to be remitted to the Trustee (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) for each of the three Fiscal Years following the date of issuance of such Additional Bonds or the date of final expenditure of capitalized interest funded from such Additional Bonds, whichever is later, are expected, as of the end of each such Fiscal Year, to be at least sufficient, after the payment of such annual principal of and interest on all Outstanding Bonds (other than Subordinate Bonds), to fund Aggregate Debt Service for such Fiscal Year on any Subordinate Bonds Outstanding and any other amounts required to be deposited from Revenues to the Funds maintained under this Indenture; or

(2) a certificate of the City to the effect that (i) the CFCs received by the Trustee for any consecutive 12 months out of the immediately preceding 18 months (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) were at least equal to 1.25 times the Maximum Annual Debt Service due on all Bonds Outstanding (including such Additional Bonds), other than Subordinate Bonds, and (ii) the CFCs and Facility Rent received by the Trustee for any consecutive 12 months out of the immediately preceding 18 months (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) were at least sufficient, after the payment of such Aggregate Debt Service on all Bonds Outstanding (other than Subordinate Bonds), to fund Aggregate Debt Service for such Fiscal Year on any Subordinate Bonds Outstanding and any other amounts required to be deposited from Revenues to the Funds maintained under this Indenture; and

(vii) so long as a TIFIA Loan is outstanding and, to the extent required under the terms of the loan agreement between the City and USDOT relating to such TIFIA Loan, the written approval of USDOT to the issuance of such Additional Bonds and as to compliance to the satisfaction of USDOT with any other requirements relating to the issuance of Additional Bonds which may be set forth in such loan agreement.

(b) Purposes for Additional Bonds. The purposes for which Additional Bonds may be issued under this Section 3.02 are as follows:

(i) to finance or refinance the permitting, design, development, construction, equipping, furnishing and acquisition of any improvement or expansion of the Project (or any other facility related to the Project approved by the City);

(ii) to finance repairs, including without limitation repairs due to casualty or condemnation to the extent insurance proceeds or condemnation awards are insufficient to effect such repairs, or extraordinary maintenance with respect to the Project;

(iii) to refund all or any Outstanding Bonds;

(iv) to complete construction of the Project; and

(v) in each case, to pay capitalized interest and costs of issuance of such Additional Bonds and to provide for any contribution to the Reserve Funds required with respect thereto.

(c) Refunding Bonds. All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(i) the documents referred to in subsections (i), (ii), (iii), (iv), (v) and (vii) of Section 3.02(a);

(ii) a certificate of the City substantially to the effect that either (x) after the issuance of the proposed Refunding Bonds, the Aggregate Debt Service on all Outstanding Bonds (including the proposed Refunding Bonds), assuming that Refunding Bonds bearing interest at a Variable Rate will bear interest at a fixed rate determined by an investment banker selected by the City on the basis of then-current market conditions for long-term debt of similar tenor as the Outstanding Bonds and with a term substantially similar to the maturity dates of the Outstanding Bonds, will be less than that for each Bond Year within which any of the refunded Bonds would have been Outstanding but for their having been refunded or (y) that the refunding will reduce the total debt service payments on the refunded Bonds on a present value basis; or alternatively Refunding Bonds may be issued by complying with the provisions of item (vi) of Section 3.02(a) hereof or, if such Refunding Bonds are Subordinate Bonds issued pursuant to Section 3.04, by delivery by the City of the certificate required by clause (y) of Section 3.04(a);

(iii) if a redemption of Bonds is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed;

(iv) if a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to give notice of redemption of such Bonds as provided in the applicable Supplemental Indenture on a specified date prior to their redemption date, which notice may include language giving notice that such redemption is conditioned upon the receipt of sufficient amounts to effect such noticed redemption;

(v) if a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 90 days, a certificate of an independent accountant stating the amount of either (i) moneys (which may include all or a portion of such Series) in an amount sufficient to pay the Bonds to be refunded at the applicable redemption price of the Bonds to be refunded

together with accrued interest on such Bonds to the redemption date or dates, or (ii) Defeasance Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, to be sufficient to pay when due the applicable redemption price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof; and

(vi) such further documents and moneys as are required by the provisions of Article 9 or any Supplemental Indenture.

Section 3.03 Terms of Additional Bonds and Subordinate Bonds. Additional Bonds and Subordinate Bonds of each Series, shall be dated, shall bear interest until their maturity at such rate or rates, determined in such manner and payable on such date or dates, shall be in such form and shall have such other terms and conditions not inconsistent with the terms of this Indenture as shall be provided for in the Supplemental Indenture authorizing the issuance of such Series. All Additional Bonds shall be payable and secured equally and ratably and on a parity with the Series 2013 Bonds and any Additional Bonds theretofore or thereafter issued and shall be entitled to the same benefits and security of this Indenture. Except as may be otherwise provided in the Supplemental Indenture providing for the issuance of a Series of Subordinate Bonds, Subordinate Bonds shall be payable from funds deposited to the Subordinate Debt Service Fund as provided in this Indenture and amounts, if any, deposited in one or more Accounts within a Subordinate Reserve Fund established for the benefit of such Subordinate Bonds by the Supplemental Indenture or other financing document providing for the issuance of such Subordinate Bonds.

Each Series of Additional Bonds or Subordinate Bonds shall be issued pursuant to this Indenture and a Supplemental Indenture(subject to Section 3.04(d) hereof), which shall prescribe expressly or by reference with respect to such Series:

(a) the authorized principal amount and Series designation of such Bonds;

(b) the purpose or purposes for which such Series is being issued;

(c) the manner in which the proceeds of the Bonds of such Series are to be applied;

(d) the date or dates, and the maturity date or dates, of the Bonds of such Series, or the manner of determining such dates;

(e) the interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, the Maximum Rate for any Series of Variable Rate Bonds and the Interest Payment Dates of such Series;

(f) the manner of dating, numbering and lettering the Bonds of such Series;

(g) the place or places of payment of the principal and premium, if any, of, and interest on, the Bonds of such Series or the manner of designating the same;

(h) the redemption premium, if any, of, and the redemption terms for the Bonds of such Series, or the manner of determining such premium and terms;

(i) the amount and due date of each sinking fund payment, if any, for Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(j) provisions as to registration of the Bonds of such Series;

(k) the form and text of the Bonds of such Series and provision for the Trustee's authentication thereof by certificate or otherwise;

(l) any other provisions deemed advisable by the City as shall not conflict with the provisions hereof;

(m) provision for (i) additional payments to the Debt Service Fund or Subordinate Debt Service Fund, as applicable, sufficient to provide for any principal and interest requirements resulting from the issuance of the Series of Bonds including, in the event that interest on the Series of Bonds is capitalized and/or to be paid from investment earnings, a requirement to deposit from the proceeds of the Series of Bonds to the fund specified in the Supplemental Indenture amounts fully sufficient to pay interest on such Series of Bonds during the period specified in the Supplemental Indenture, and (ii) specification and satisfaction of the Required Reserve Amounts, if any, for such Series of Bonds (other than Subordinate Bonds) by not later than the date required by the Supplemental Indenture authorizing such Series of Bonds, and (iii) creation, specification and satisfaction of the requirements relating to a Subordinate Reserve Fund for any Subordinate Bonds by not later than the date required by the Supplemental Indenture authorizing such Bonds;

(n) whether such Series of Bonds are intended to be Tax-Exempt Bonds;

(o) whether such Series of Bonds are Subordinate Bonds; and

(p) the credit facilities and liquidity facilities applicable to such Series of Bonds, if any.

Section 3.04 Issuance of Subordinate Bonds.

(a) In addition to the Series 2013 Bonds and any Additional Bonds issued pursuant to Section 3.02, one or more Series of Subordinate Bonds may be issued for the purposes set forth in this Section 3.04, as may be requested by the City, provided that the issuance of any Series of Subordinate Bonds shall be conditioned upon the Trustee's receipt of (x) the items set forth in subsections (i), (ii), (iii), (iv), (v) and (vii) of Section 3.02(a) relating to Additional Bonds (except that such items shall relate to such Subordinate Bonds rather than Additional Bonds), plus, for any issuance of Subordinate Bonds after the initial issuance of Subordinate Bonds,

(y) Either:

(1) a report of a Consultant to the effect that (i) the CFCs, at the then current level and taking into account any other level as has been approved and will be imposed during the forecast period, projected to be remitted to the Trustee (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) for each of the three Fiscal Years following the date of issuance of such Subordinate Bonds or the date of final expenditure of capitalized interest funded from such Subordinate Bonds, whichever is later, are expected, as of the end of each such Fiscal Year, to be at least equal to 1.10 times the Maximum Annual Debt Service on all Bonds Outstanding, and (ii) the CFCs, at the then current level and taking into account any other level as has been approved and will be imposed during the forecast period, and Facility Rent projected to be remitted to the Trustee (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) for each of the three Fiscal Years following the date of issuance of such Subordinate Bonds or the date of final expenditure of capitalized interest funded from such Subordinate Bonds, whichever is later, are expected, as of the end of each such Fiscal Year, to be at least equal to 1.25 times the Maximum Annual Debt Service on all Bonds Outstanding, and (iii) the CFCs, at the then current level and taking into account any other level as has been approved and will be imposed during the forecast period, and Facility Rent projected to be remitted to the Trustee (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) for each of the three Fiscal Years following the date of issuance of such Subordinate Bonds or the date of final expenditure of capitalized interest funded from such Subordinate Bonds, whichever is later, are expected, as of the end of each such Fiscal Year, to be at least sufficient to fund Aggregate Debt Service for such Fiscal Year on all Bonds Outstanding and any other amounts required to be deposited from Revenues to the Funds maintained under this Indenture; or

(2) a certificate of the City to the effect that (i) the CFCs received by the Trustee for any consecutive 12 months out of the immediately preceding 18 months (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) were at least equal to 1.10 times the Maximum Annual Debt Service due on all Bonds Outstanding (including such Subordinate Bonds) and (ii)

the CFCs and Facility Rent received by the Trustee for any consecutive 12 months out of the immediately preceding 18 months (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) were at least equal to 1.25 times the Maximum Annual Debt Service due on all Bonds Outstanding (including such Subordinate Bonds) and (iii) the CFCs and Facility Rent received by the Trustee for any consecutive 12 months out of the immediately preceding 18 months (together with investment earnings on the Funds, excluding the Project Fund, held under this Indenture) were at least sufficient to fund Aggregate Debt Service for such Fiscal Year on all Bonds Outstanding (including such Subordinate Bonds) and any other amounts required to be deposited from Revenues to the Funds maintained under this Indenture.

(b) One or more Series of Subordinate Bonds may be issued for any of the purposes listed under Section 3.02(b).

(c) If any Series of Subordinate Bonds is issued as Refunding Bonds, then, in addition to the items required in Section 3.04(a), the City shall deliver to the Trustee the items set forth in subsections (ii) through (v) of Section 3.02(c), as applicable.

(d) If the City obtains a TIFIA Loan, all or a portion of the obligation to repay such TIFIA Loan, at the direction of the City, shall be deemed a Subordinate Bond of such amount as so directed and designated by the City, and the City shall deliver to the Trustee the items required under Section 3.04(a) in connection with entering into such TIFIA Loan; provided that the City shall not be required to execute a Supplemental Indenture as provided in Section 3.04 (a)(x) if no such Supplemental Indenture is necessary or desirable in order to provide for the execution and performance of the TIFIA Loan or to comply with the provisions thereof. Notwithstanding any other provision to the contrary herein, if required by the provisions of the loan agreement between the City and the USDOT relating to such TIFIA Loan, upon the occurrence and during the continuance of any Bankruptcy Related Event of Default (if and as defined in such loan agreement), the obligation to repay such TIFIA Loan will automatically and without action on the part of any Person (including without limitation, without the delivery to the Trustee of any of the items required under Section 3.02(a)) immediately be deemed to be Additional Bonds instead of Subordinate Bonds and be of equal rank and parity with the Series 2013 Bonds and any Additional Bonds, and shall be entitled to all rights hereunder of a holder of such Bonds and Additional Bonds; provided that the provisions contained in this sentence shall be of no force or effect following the sale of the TIFIA Loan to any third party other than for a sale made to a United States Federal government agency or instrumentality.

(e) The Supplemental Indenture or other financing document providing for the issuance of any Subordinate Bonds may provide for establishing one or more Subordinate Reserve Funds and, within any such Fund, separate Accounts, for the benefit

of such Subordinate Bonds, and if any such Fund or Account is created, such Supplemental Indenture or other financing document shall include provisions concerning the amount and means of funding such Funds and Accounts, all at the discretion of the City.

Section 3.05 Execution; Authentication.

Bonds shall be executed on behalf of the City by the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile of the seal. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery and any Bonds may be signed on behalf of the City by such persons as, at the time of execution of such Bond, shall be the proper officers of the City, even though at the date of such Bond or of the delivery of this Indenture such person was not such officer.

No Bond shall be valid or obligatory until authenticated as provided in **Exhibit A** or a Supplemental Indenture, as applicable, by the Trustee. Such authentication shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication on any Bonds shall be deemed to have been executed by the Trustee if manually signed by an authorized signatory of the Trustee, but it shall not be necessary that the same individual sign the certificate of authentication on all the Bonds issued hereunder.

Section 3.06 Mutilated, Lost, Stolen or Destroyed Bonds. If any of the Bonds are lost, wrongfully taken, mutilated, destroyed or improperly canceled, the City shall authorize the issuance of new Bonds to replace them upon proof satisfactory to the City and the Trustee and (except in the case of mutilated or improperly canceled Bonds which are surrendered to the Trustee) upon giving to the City and the Trustee an indemnity bond in such amount as the City and the Trustee may require. Each new Bond shall in all respects be identical with the mutilated, lost, stolen, destroyed or improperly cancelled Bond. The City and the Trustee may impose reasonable charges in connection with the issuance of replacement Bonds under this Section 3.06, which shall be for the account of the Bondholders requesting the issuance of replacement Bonds.

Section 3.07 Exchange and Transfer of Bonds; Book-Entry-Only System.

(a) Exchange and Transfer of Bonds. Upon surrender of a Bond or Bonds at the principal corporate trust office of the Trustee, as Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form and with such guaranty of signature as shall be satisfactory to the Trustee, the Bond or Bonds may be exchanged for fully registered Bonds of the same maturity, aggregating in amount the then unpaid principal amount of the Bond or Bonds surrendered, of Authorized Denominations.

As to any Bond, the Bondholder shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Trustee shall be affected by any notice to the contrary.

Any Bond may be transferred upon the Registration Books only upon surrender thereof to the Trustee, as Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form and with such guaranty of signature as shall be satisfactory to the Trustee; provided, that the Trustee shall not be obligated to make any exchange or transfer of a Bond during the period between a Record Date and the corresponding Interest Payment Date. Upon the transfer of any such Bond and on the request of the Trustee, the City shall execute, and the Trustee shall authenticate and deliver, a new Bond or Bonds, registered in the name of the transferee or transferees of the same maturity, aggregating in amount the then unpaid principal amount of the Bond or Bonds surrendered, of Authorized Denominations.

In all cases in which Bonds shall be issued in exchange for or in replacement of other Bonds, the Bonds to be issued shall be signed and sealed on behalf of the City, and authenticated by the Trustee as provided in Section 3.05. The obligations of the City and the rights of the Bondholders with respect to such Bonds shall be the same as with respect to the Bonds being exchanged or replaced. Such registrations of the transfers or exchanges of Bonds shall be without charge to the Bondholders, except that any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Bondholder requesting such registration of transfer or exchange as a conditions precedent to the exercise of such privilege. Any service charge made by the Trustee for any such registration, transfer or exchange shall be paid by the City.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, or for exchange or transfer pursuant to this Section 3.07, such Bond shall be promptly canceled and destroyed by the Trustee (subject to applicable record retention requirements) and counterparts of a certificate of destruction evidencing such destruction shall be retained by the Trustee and, if requested by the City, shall be furnished by the Trustee to the City.

(b) Book-Entry-Only System. The foregoing provisions of this Section 3.07 to the contrary notwithstanding (unless, with respect to any Series of Additional Bonds or Subordinate Bonds, the Supplemental Indenture or other financing document providing for the issuance of such Bonds shall stipulate otherwise), the Bonds of each Series will be issued initially as one fully-registered bond for each maturity within such Series in the name of Cede & Co, as nominee of the Depository Trust Company, New York, New York, and deposited in the custody of DTC. The Beneficial Owners will not receive physical delivery of the Bonds. Individual purchases of the Bonds may be made in book-entry form only in principal amounts equal to Authorized Denominations thereof. Payments of principal of and premium, if any, and interest on the Bonds will be made to DTC or its nominee as Bondholder.

DTC shall pay interest to the Beneficial Owners of record through its Participants as of the close of business on the Record Date. DTC shall pay the redemption price of

the Bonds called for redemption to the Beneficial Owners of record through its Participants in accordance with its customary procedures. The Trustee shall notify DTC, to the extent possible, of any notice required to be given pursuant to this Indenture not less than 15 days prior to the date upon which such notice is required to be given.

Transfer of ownership interests in the Bonds shall be made by DTC and its Participants, acting as nominees of the Beneficial Owners, in accordance with rules specified by DTC and its Participants.

Bond certificates will be issued directly to owners of the Bonds other than DTC, or its nominee, upon the occurrence of the following events (subject, however, to operation of the two sentences following clause (iii) below):

(i) DTC determines not to continue to act as securities depository for the Bonds; or

(ii) the City with the consent of the Trustee has advised DTC of its determination that DTC is incapable of discharging its duties; or

(iii) the City with the consent of the Trustee has determined that it is in the best interest of the Bondholders not to continue the Book-Entry-Only System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry-Only System of transfer is continued.

Upon occurrence of the event described in (i) or (ii) above the City shall attempt to locate another qualified Securities Depository. If the City fails to locate another qualified Securities Depository to replace DTC, the Trustee shall authenticate and deliver Bonds in certificated form. In the event the City makes the determination noted in (ii) or (iii) above (or occurrence of any events that would permit the City to make any such determination), and has made provisions to notify the Beneficial Owners of the Bonds of the availability of Bond certificates by mailing an appropriate notice to DTC, the City shall cause the Trustee to authenticate and deliver Bonds in certificated form pursuant to **Exhibit A** or a Supplemental Indenture, as applicable, to DTC's Participants (as requested by DTC) in appropriate amounts. Principal of and interest on the Bonds shall be payable as otherwise provided in this Article 3. The Bonds will be transferable in accordance with this Section 3.07.

Section 3.08 Temporary Bonds. Pending the preparation of definitive Bonds of any Series, the City may execute, and upon its request in writing, the Trustee shall authenticate and deliver one or more printed, lithographed or typewritten temporary Bonds (including temporary Bonds printed by offset or photocopying). Temporary Bonds shall be issuable as registered Bonds without coupons, of any Authorized Denomination, and substantially in the form of definitive Bonds but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the City. Temporary Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the City and be authorized by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as

practicable the City shall execute and shall furnish definitive registered Bonds without coupons and thereupon temporary Bonds may be surrendered in exchange therefor without charge at the principal corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds.

Section 3.09 Bonds Limited Obligations. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto. The principal of and premium, if any, and interest on the Bonds is a limited obligation payable solely from the Pledged Receipts. Nothing herein shall be construed as requiring the City to use any funds or revenues from any source other than as described herein.

ARTICLE 4
REDEMPTION AND PURCHASE OF BONDS BEFORE MATURITY

Section 4.01 Redemption of Series 2013 Bonds. The Series 2013 Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. The Series 2013 Bonds shall be subject to redemption prior to stated maturity by the City as set forth in **Exhibit B** hereto.

(b) Mandatory Sinking Fund Redemption. The Series 2013 Bonds shall be redeemed in part on January 1 in each year as set forth in **Exhibit B** hereto.

The requirements of this Section 4.01(b) are subject, however, to the provision that any partial redemption of Series 2013 Bonds under Section 4.01(a) shall reduce the mandatory scheduled redemption requirements of Section 4.01(b) as provided in this paragraph.

Section 4.02 Redemption of Additional Bonds or Subordinate Bonds. Each Series of Additional Bonds or Subordinate Bonds shall be subject to redemption as provided in the Supplemental Indenture providing for the issuance of such Series.

Section 4.03 Selection of Bonds to be Redeemed.

(a) Series 2013A Bonds. In the case of any redemption in part of the Series 2013A Bonds, the maturities (or sinking fund maturities within a term bond) of such Series 2013A Bonds to be optionally redeemed shall be selected by the City. Subject to the last sentence of this subsection (a), if less than all the Series 2013A Bonds of a particular maturity (or sinking fund maturity within a term bond) shall be called by the City for redemption, the particular Series 2013A Bonds of such maturity (or sinking fund maturity) to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however (a) that the portion of any Series 2013A Bond to be redeemed shall be in the principal amount of the Authorized Denomination applicable to the Series 2013A Bonds or any multiple thereof,

(b) that, in selecting Series 2013A Bonds for redemption, the Trustee shall treat each Series 2013A Bond as representing that number of Series 2013A Bonds that is obtained by dividing the principal amount of such Series 2013A Bond by the Authorized Denomination applicable to the Series 2013A Bonds, and (c) that, to the extent practicable, the Trustee will not select any Series 2013A Bond for partial redemption if the amount of such Series 2013A Bond remaining Outstanding would be reduced by such partial redemption to less than the Authorized Denomination applicable to the Series 2013A Bonds. Notwithstanding the foregoing, for so long as the Series 2013A Bonds are registered in book-entry only form, if less than all of the Series 2013A Bonds of a particular maturity are called for prior redemption, such Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

(b) Taxable Series 2013B Bonds. In the event of a partial optional redemption of Taxable Series 2013B Bonds, the Trustee, at the direction of the City, shall allocate the principal amount of the Taxable Series 2013B Bonds to be redeemed as nearly as feasible pro rata among the maturities of the Taxable Series 2013B Bonds and mandatory sinking fund redemptions (including the final payment) so as to change as little as possible the remaining weighted average life of the Outstanding Taxable Series 2013B Bonds.

If the Taxable Series 2013B Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the Taxable Series 2013B Bonds, if less than all of the Taxable Series 2013B Bonds of a maturity are called for prior redemption, the particular Series 2013B Bonds or portions thereof to be redeemed shall be selected on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as such Taxable Series 2013B Bonds are held in book-entry form, the selection for redemption of such Taxable Series 2013B Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, such 2013B Bonds will be selected for redemption, in accordance with DTC procedures, by lot. If the Taxable Series 2013B Bonds are not registered in book-entry only form, any redemption of less than all of a maturity of the Taxable Series 2013B Bonds shall be allocated among the registered owners of such Taxable Series 2013B Bonds on a pro-rata basis.

(c) If there shall be called for redemption less than all of a Series 2013 Bond, the City shall execute and deliver and the Trustee shall authenticate, upon surrender of such Series 2013 Bond, and at the expense of the City and without charge to the owner thereof, a replacement Series 2013 Bond in the principal amount of the unredeemed balance of the Series 2013 Bond so surrendered.

(d) At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any maturity of any Series of Bonds, the City may deliver to the Trustee for cancellation Bonds of the appropriate maturity of such Series in any aggregate principal amount which have been purchased by the City in the open market. Each Bond so delivered shall be credited by the Trustee at 100% of the

principal amount thereof against the mandatory scheduled redemption requirement for such Series of Bonds on such mandatory redemption date; and any excess of such amount shall be credited against future mandatory scheduled redemption requirements in chronological order. The City, will, on or before the 45th day preceding each mandatory scheduled redemption date, furnish the Trustee with a certificate stating the extent to which the provisions of the first sentence of this paragraph are to be availed of with respect to such mandatory redemption requirements for such mandatory redemption date; unless such certificate is so timely furnished to the Trustee, the mandatory redemption requirements for such mandatory redemption date shall not be reduced under the provisions of this paragraph.

Section 4.04 Procedure for Redemption; Notice of Redemption.

(a) If the City wishes to call any Bonds for redemption, it shall give notice to the Trustee of its election (which notice shall contain the information required by this Section 4.04) at least 35 days prior to the redemption date. In the event any of the Bonds are called for redemption, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Trustee) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to each holder of Bonds to be redeemed at its address shown on the Registration Books (if Bonds are held in book entry form with DTC, notice shall be provided in accordance with DTC procedures); provided, however, that failure to give such notice to any Bondholder or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other Bonds. The Trustee shall send a second notice of redemption by certified mail return receipt requested to any registered holder who has not submitted Bonds called for redemption 30 days after the redemption date, provided, however, that the failure to give any second notice by mailing, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of any of the Bonds and the Trustee shall not be liable for any failure by the Trustee to send any second notice.

(b) Any Bonds and portions of Bonds which have been duly selected for redemption and which are paid in accordance with Section 5.15 shall cease to bear interest on the specified redemption date.

ARTICLE 5
SOURCE AND APPLICATION OF FUNDS

Section 5.01 Establishment of Funds.

(a) The City hereby establishes the following Funds:

(1) Project Fund;

(2) CFC Revenue Fund;

(3) Debt Service Fund;

(4) Debt Service Reserve Fund

(5) Rolling Coverage Fund;

(6) Supplemental Reserve Fund;

(7) Subordinate Debt Service Fund;

(8) Subordinate Reserve Fund;

(9) Rebate Fund;

(10) Operation and Maintenance Fund; and

(11) CFC Stabilization Fund.

(b) All such Funds shall be established, maintained and accounted for as hereinafter provided so long as any Bonds remain Outstanding. The CFC Revenue Fund, the Project Fund, the Debt Service Fund, the Rolling Coverage Fund, the Supplemental Reserve Fund, the Debt Service Reserve Fund, the Subordinate Debt Service Fund and the Subordinate Reserve Fund shall constitute trust funds which shall be held by the Trustee for the benefit of the Owners of the Bonds and are part of the Trust Estate. The Operation and Maintenance Fund, the CFC Stabilization Fund and the Rebate Fund do not constitute trust funds held for the benefit of the Owners of the Bonds and are not part of the Trust Estate. To the extent that any of the Operation and Maintenance Fund, the CFC Stabilization Fund or the Rebate Fund shall be held by the institution serving as the Trustee, each such Fund shall be held by it as a Depositary for the City and not as Trustee for the benefit of the Bondholders hereunder.

(c) The City and the Trustee reserve the right to establish additional Funds, sub-funds, Accounts and subaccounts from time to time under Supplemental Indentures; and any such Supplemental Indenture may provide that amounts on deposit in such Funds, sub-funds, Accounts and subaccounts shall be held by the Trustee for the sole and exclusive benefit of a particular Series of Bonds as may be specifically designated in such Supplemental Indenture.

Section 5.02 Project Fund; Costs of Issuance Account.

(a) Within the Project Fund, there are hereby established the following Accounts:

(1) the Series 2013A Project Account;

(2) the Taxable Series 2013B Project Account; and

(3) the Series 2013 Costs of Issuance Account.

(b) Upon the issuance of the Series 2013 Bonds, the sum set forth in **Exhibit B** shall be deposited to the Series 2013A Project Account from proceeds of the Series 2013A Bonds, including capitalized interest, if any, to be held in a separate sub-account until deposited into the Series 2013A Debt Service Account as needed to pay interest on the Series 2013A Bonds; the sum set forth in **Exhibit B** shall be deposited to the Taxable Series 2013B Project Account from proceeds of the Taxable Series 2013B Bonds, including capitalized interest, if any, to be held in a separate sub-account until deposited into the Taxable Series 2013B Debt Service Account as needed to pay interest on the Taxable Series 2013B Bonds; and the sum set forth in **Exhibit B**, shall be deposited to the Series 2013 Cost of Issuance Account from proceeds of the Series 2013 Bonds.

(c) The Trustee shall disburse funds on deposit in the Series 2013A Project Account and the Taxable Series 2013B Project Account only upon receipt of a Requisition Certificate substantially in the form of **Exhibit C** executed by an Authorized Officer of the City. Such amounts may be applied to pay Costs of the Project, including without limitation to reimburse advances made by the City or the RACs for such costs; provided, however, that amounts on deposit in the Series 2013A Project Account shall only be applied to pay costs of the Series 2013A Project. Following the delivery of the Completion Certificate by the City, any amounts remaining in the Series 2013A Project Account and the Taxable Series 2013B Project Account shall be transferred to the applicable Account within the Debt Service Fund and applied to pay principal of or interest on the applicable Series of Bonds as the same next come due; provided, however, that any amounts certified to the Trustee by the City shall be retained within the designated Account within the Project Fund for payment of Costs of the Project not yet due and payable. Any such retained funds remaining after full payment of all such costs shall likewise be transferred to the applicable Account within the Debt Service Fund and applied to pay principal of or interest on the applicable Series of Bonds. In respect to disbursements in payment for work done in connection with the construction, acquisition and installation of the Project, such requisition, signed by an Authorized Officer of the City, shall be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the applicable Project Account and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of the

Project delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City. Notwithstanding the foregoing, no certificate of a Consulting Engineer shall be required with respect to disbursements for Costs of Issuance or other costs that the Authorized Officer of the City shall have certified as being costs that are not directly related to the actual construction, acquisition and installation of the Project such as land acquisition, payment of auditor's fees and other similar costs that may otherwise be paid from the Project Accounts in compliance with the Tax Agreement.

(d) The Trustee shall disburse funds on deposit in the Series 2013 Costs of Issuance Account only upon receipt of a Requisition Certificate substantially in the form of **Exhibit C** executed by an Authorized Officer of the City. Such amount may be applied to pay costs of issuing each Series of the Series 2013 Bonds. After paying all Costs of Issuance for a Series of Bonds, any surplus amounts remaining in the Series 2013 Costs of Issuance Account shall be deposited to the applicable Account within the Project Fund, if any, or, if there is no such Account within the Project Fund, to the related Account within the Debt Service Fund.

(e) Upon issuance of any Series of Additional Bonds or Subordinate Bonds, additional Accounts within the Project Fund may be created, and the funds within such Accounts applied, as may be provided in the Supplemental Indenture entered into in connection with the issuance of such Bonds. In the event that the City receives proceeds of a TIFIA Loan, as provided in Section 3.04(d), such proceeds shall be deposited in a separate Series 2013 Project Account within the Project Fund and applied as provided in this Section 5.02.

(f) Insurance Proceeds and Condemnation Awards. In the event that any proceeds of casualty insurance policies or condemnation awards are delivered to the Trustee pursuant to Section 6.09 for the purpose of financing the repair, reconstruction, restoration or replacement of the Project or any portion thereof, the Trustee shall deposit such funds into a separate Account within the Project Fund and shall disburse such funds as provided in Sections 5.02(c) and 6.09. Any amounts remaining after the completion of any such restoration and provision for all costs thereof (as the same are certified by the City to the Trustee) shall be deposited in the applicable Account or Accounts within the Debt Service Fund and applied to the payment of principal of or interest on the Bonds next coming due.

Section 5.03 CFC Revenue Fund; Flow of Funds.

(a) Unless specifically directed otherwise in this Indenture, all Revenues received by the Trustee shall be deposited upon receipt to the CFC Revenue Fund.

(b) On or before the Draw Down Date each month, the Trustee shall transfer moneys then on deposit in the CFC Revenue Fund in the following order of priority in accordance with the written statement of the City, delivered on or before the Draw Down Date:

(1) First, the Trustee shall transfer, to each Account within the Debt Service Fund established for a Series of Bonds (other than Subordinate Bonds), (i) amounts sufficient to pay one-sixth of the interest due on Bonds of such Series on the next succeeding Interest Payment Date if such Series bears interest at a Fixed Rate, or an amount specified in the applicable Supplemental Indenture if such Series bears interest at a Variable Rate, as applicable, net of interest earnings on deposit in such Account, provided that payments prior to the first Interest Payment Date after the issuance of a Series of Bonds shall be adjusted to the extent necessary so that the total amount of interest due on such Bonds on that Interest Payment Date will have been paid into the applicable Debt Service Account in equal installments prior to that Interest Payment Date, and (ii) amounts sufficient to pay one-twelfth of the principal amount of the Bonds of such Series coming due on the next succeeding Principal Payment Date (including sinking fund installments), net of interest earnings on deposit in such Account, provided that payments prior to the first Principal Payment Date after the issuance of a Series of Bonds shall be adjusted to the extent necessary so that the total amount of principal due on such Bonds on that Principal Payment Date will have been paid into the applicable Debt Service Account in equal installments prior to that Principal Payment Date.

(2) Second, the Trustee shall transfer in substantially equal monthly installments over a period determined by the City of up to twelve (12) months to the Debt Service Reserve Fund amounts necessary to cause the amount on deposit therein to equal the DSRF Requirement.

(3) Third, the Trustee shall transfer in substantially equal monthly installments over a period determined by the City of up to twelve (12) months to the Rolling Coverage Fund amounts necessary to cause the amount on deposit therein to equal the Rolling Coverage Fund Requirement.

(4) Fourth, the Trustee shall transfer in substantially equal monthly installments over a period determined by the City of up to twelve (12) months to the Supplemental Reserve Fund amounts necessary to cause the amount on deposit therein to equal the Supplemental Reserve Fund Requirement.

(5) Fifth, the Trustee shall transfer, after taking into account any amounts representing capitalized interest therein, to each Account within the Subordinate Debt Service Fund established for a Series of Subordinate Bonds, (i) amounts sufficient to pay one-sixth of the interest due on Subordinate Bonds of such Series on the next

succeeding Interest Payment Date if such Series bears interest at a Fixed Rate, or an amount specified in the applicable Supplemental Indenture if such Series bears interest at a Variable Rate, as applicable, provided that payments prior to the first Interest Payment Date after the issuance of a Series of Subordinate Bonds shall be adjusted to the extent necessary so that the total amount of interest due on such Subordinate Bonds on that Interest Payment Date will have been paid into the applicable Subordinate Debt Service Account in equal installments prior to that Interest Payment Date, and (ii) amounts sufficient to pay one-twelfth of the principal amount of the Subordinate Bonds of such Series coming due on the next succeeding Principal Payment Date, provided that payments prior to the first Principal Payment Date after the issuance of a Series of Subordinate Bonds shall be adjusted to the extent necessary so that the total amount of principal due on such Subordinate Bonds on that Principal Payment Date will have been paid into the applicable Subordinate Debt Service Account in equal installments prior to that Principal Payment Date.

(6) Sixth, if and to the extent required by a Supplemental Indenture or other financing document providing for the issuance of one or more Series of Subordinate Bonds, the Trustee shall transfer in substantially equal monthly installments over a period determined by the City of up to twelve (12) months to the applicable Accounts within the Subordinate Reserve Fund, if any, amounts necessary to cause the amount on deposit therein to equal [one hundred percent (100%) of the average annual debt service on the Subordinate Bonds or such other amount or amounts set forth in the applicable provisions of the Supplemental Indenture or other financing document that provided for the issuance of such Subordinate Bonds].

(7) Seventh, with respect to any Series of Tax-Exempt Bonds, the Trustee shall transfer to the Rebate Fund for such Series of Tax-Exempt Bonds the amounts calculated to be due to the Internal Revenue Service as arbitrage rebate for such Series of Tax-Exempt Bonds in accordance with any arbitrage rebate calculation provided to the Trustee with respect to a Series of Tax-Exempt Bonds pursuant to Section 5.12, to the extent that funds are not already on deposit therein.

(8) Eighth, the Trustee shall transfer in substantially equal monthly installments over a period determined by the City of up to twelve (12) months to the Operation and Maintenance Fund amounts necessary to cause the amount on deposit therein to equal the Operation and Maintenance Fund Requirement.

(9) Ninth, the Trustee shall transfer all remaining moneys to the City for deposit in the CFC Stabilization Fund. On or prior to the Completion Date, such moneys shall first be deposited in the Maintenance Reserve Account within the CFC Stabilization Fund, up to the Maintenance Reserve Account Requirement, and then the remaining moneys to the CFC PAYGO Project Account within the CFC Stabilization Fund. The CFC PAYGO Project Account shall be closed on the Completion Date as described in Section 5.11(b).

(c) If on any Draw Down Date, the Revenues in the CFC Revenue Fund are insufficient to make the required deposit to any Fund (including any applicable Account therein) pursuant to Section 5.03(b), the Trustee shall provide notice to the City of such shortfall and the City shall transfer to the Trustee for deposit in such Fund or such Account any and all moneys in the CFC Stabilization Fund (other than moneys in the CFC PAYGO Project Account) up to the amount of such shortfall, notwithstanding the CFC Stabilization Fund Minimum Requirement.

(d) If, two Business Days before any Payment Date, the amounts on deposit in the Debt Service Account established for any Series of Bonds (other than Subordinate Bonds) are insufficient to pay the interest or the principal or redemption price payable on the Bonds of such Series as the same shall become due, moneys held in the following Funds or Accounts shall be transferred to or by the Trustee from said Funds or Accounts in the following order to each such Debt Service Account in order to satisfy said deficiency therein:

(1) First, the Trustee shall provide notice to the City of such shortfall and the City shall transfer or cause to be transferred to the Trustee for deposit in the applicable Account within the Debt Service Fund any and all moneys in the CFC Stabilization Fund (other than moneys in the CFC PAYGO Project Account) up to the amount of such shortfall, notwithstanding the CFC Stabilization Fund Minimum Requirement;

(2) Second, if available moneys in the CFC Stabilization Fund are insufficient to satisfy the deficiency, the Trustee shall transfer to the applicable Account within the Debt Service Fund moneys in the the Rolling Coverage Fund;

(3) Third, if available moneys in the CFC Stabilization Fund and Rolling Coverage Fund are insufficient to satisfy the deficiency, the Trustee shall transfer to the applicable Account within the Debt Service Fund moneys in the Supplemental Reserve Fund; and

(4) Fourth, if available moneys in the CFC Stabilization Fund, Rolling Coverage Fund and Supplemental Reserve Fund are insufficient to satisfy the deficiency, the Trustee shall transfer to the applicable

Account within the Debt Service Fund moneys in the Debt Service Reserve Fund.

(e) If, two Business Days before any Payment Date, the amount on deposit in the Account established in the Subordinate Debt Service Fund for any Series of Subordinate Bonds is insufficient to pay the interest or the principal or redemption price payable on the Subordinate Bonds of such Series as the same shall become due, moneys held in the following Funds or Accounts shall be transferred to or by the Trustee from such Funds or Accounts in the following order to each such Account in the Subordinate Debt Service Fund in order to satisfy such deficiency therein:

(1) First, the Trustee shall provide notice to the City of such shortfall and the City shall transfer or cause to be transferred to the Trustee for deposit in the applicable Account within the Subordinate Debt Service Fund any and all monies in the CFC Stabilization Fund (other than moneys in the CFC PAYGO Project Account) up to the amount of such shortfall, notwithstanding the CFC Stabilization Fund Minimum Requirement; and

(2) Second, if available moneys in the CFC Stabilization Fund are insufficient to satisfy the deficiency, the Trustee shall transfer to the applicable Account within the Subordinate Debt Service Fund moneys in the Subordinate Reserve Fund.

If moneys are withdrawn and transferred from the CFC Stabilization Fund, the Rolling Coverage Fund, the Supplemental Reserve Fund, the Debt Service Reserve Fund and/or the Subordinate Reserve Fund to pay principal of or interest on the Bonds as provided in this Section 5.03, the Trustee shall promptly notify the City in writing of the amount of such withdrawals and transfers.

Section 5.04 Debt Service Fund.

(a) Within the Debt Service Fund the following Accounts are created:

(1) the Series 2013A Debt Service Account; and

(2) the Taxable Series 2013B Debt Service Account.

(b) On each Principal Payment Date, funds on deposit in the Series 2013A Debt Service Account shall be applied to pay principal of the Series 2013A Bonds then due and on each Interest Payment Date, funds on deposit in the Series 2013A Debt Service Account shall be applied to pay interest on the Series 2013A Bonds then due. On each Principal Payment Date, funds on deposit in the Taxable Series 2013B Debt Service Account shall be applied to pay principal of the Taxable Series 2013B Bonds then due and on each Interest Payment Date, funds on deposit in the Taxable Series 2013B Debt Service Account shall be applied to pay interest on the Taxable Series 2013B Bonds then due.

(c) If, two (2) Business Days prior to any Payment Date, the amount on deposit in any Account within the Debt Service Fund is insufficient to pay the principal or redemption price of or interest on the applicable Series of Bonds for which such Account has been established, which is due on such Payment Date, the Trustee shall provide notice to the City of such shortfall and, to the extent that funds in the CFC Stabilization Fund (other than moneys in the CFC PAYGO Project Account) are insufficient to fund such shortfall, the Trustee shall proceed to draw upon the other Funds and Accounts held under this Indenture as provided in Section 5.03(d).

(d) Upon the issuance of any Series of Additional Bonds, such additional Accounts within the Debt Service Fund may be created, and the funds within such Accounts applied, as may be provided in the Supplemental Indenture entered into in connection with the issuance of such Bonds.

(e) Notwithstanding any provision of this Indenture to the contrary, on the date that the funds on deposit in the Reserve Funds, plus the amounts if any, on deposit in the Debt Service Fund, are sufficient to pay the remaining principal of, premium, if any, and interest on the Bonds (other than Subordinate Bonds) as and when due, the City may direct the Trustee to transfer the funds on deposit in the Reserve Funds to the Debt Service Fund and apply the same to the payment of the final maturities of principal of such Bonds, premium, if any, and interest thereon as and when due on the remaining Payment Dates.

Section 5.05 Rolling Coverage Fund.

(a) Upon the issuance of the Series 2013 Bonds, the amount of the Rolling Coverage Fund Requirement for the Series 2013 Bonds shall be deposited to the Rolling Coverage Fund. Funds on deposit in the Rolling Coverage Fund shall be transferred and applied by the Trustee as provided in Section 5.03(d)(2) to pay principal of and interest on the Bonds (other than Subordinate Bonds) in the event that the amount on deposit in the Debt Service Fund and available amounts from the CFC Stabilization Fund on any Payment Date are insufficient to pay the principal of or interest then due on any Series of Bonds (other than Subordinate Bonds).

(b) Upon the issuance of any Series of Additional Bonds, additional amounts shall be deposited to the Rolling Coverage Fund so that the amount on deposit therein is equal to the Rolling Coverage Fund Requirement following the issuance of such Bonds.

(c) On each Principal Payment Date, following payment of principal of and interest on the Bonds due on such Payment Date, if the amount on deposit in the Rolling Coverage Fund is in excess of the Rolling Coverage Fund Requirement as calculated on such Payment Date, the difference between the amount on deposit in such Fund and the Rolling Coverage Fund Requirement shall be withdrawn from the Rolling Coverage Fund and deposited to the CFC Revenue Fund.

Section 5.06 Supplemental Reserve Fund.

(a) Upon the issuance of the Series 2013 Bonds, the amount of the Supplemental Reserve Fund Requirement applicable to the Series 2013 Bonds shall be deposited to the Supplemental Reserve Fund. Funds on deposit in the Supplemental Reserve Fund shall be transferred and applied by the Trustee as provided in Section 5.03(d)(3) to pay principal of and interest on the Bonds (other than Subordinate Bonds) in the event that the amount on deposit in the Debt Service Fund and available amounts from the CFC Stabilization Fund and the Rolling Coverage Fund on any Payment Date are insufficient to pay the principal of or interest then due on any Series of Bonds (other than Subordinate Bonds).

(b) Upon the issuance of any Series of Additional Bonds, additional amounts shall be deposited to the Supplemental Reserve Fund so that the amount on deposit therein is equal to the Supplemental Reserve Fund Requirement following the issuance of such Bonds.

(c) On each Principal Payment Date, following payment of principal of and interest on the Bonds due on such Payment Date, if the amount on deposit in the Supplemental Reserve Fund is in excess of the Supplemental Reserve Fund Requirement as calculated on such Payment Date, the difference between the amount on deposit in such Fund and the Supplemental Reserve Fund Requirement shall be withdrawn from the Supplemental Reserve Fund and deposited to the CFC Revenue Fund.

Section 5.07 Debt Service Reserve Fund.

(a) Upon the issuance of the Series 2013 Bonds, the amount of the DSRF Requirement applicable to the Series 2013 Bonds shall be deposited to the Debt Service Reserve Fund. [Proceeds of the Series 2013A Bonds in an amount equal to the lesser of (x) ten percent (10%) of the initial principal amount of the Series 2013A Bonds, (y) Maximum Annual Debt Service on the Series 2013A Bonds, or (z) one hundred twenty-five percent (125%) of the average annual principal of and interest on the Series 2013A Bonds shall be deposited to the Debt Service Reserve Fund. The remaining amount of the DSRF Requirement applicable to the Series 2013 Bonds shall be derived from proceeds of the Taxable Series 2013B Bonds.] Funds on deposit in the Debt Service Reserve Fund shall be transferred and applied by the Trustee as provided in Section 5.03(d)(4) to pay principal of and interest on the Bonds (other than Subordinate Bonds) in the event that the amount on deposit in the Debt Service Fund and available amounts from the CFC Stabilization Fund, the Rolling Coverage Fund and the Supplemental Reserve Fund on any Payment Date are insufficient to pay the principal of or interest then due on any Series of Bonds (other than Subordinate Bonds).

(b) Upon the issuance of any Series of Additional Bonds, additional amounts shall be deposited to the Debt Service Reserve Fund so that the amount on deposit therein is equal to the DSRF Requirement following the issuance of such Bonds.

(c) On each Principal Payment Date, following payment of principal of and interest on the Bonds due on such Payment Date, if the amount on deposit in the Debt Service Reserve Fund is in excess of the DSRF Requirement as calculated on such

Payment Date, the difference between the amount on deposit in such Fund and the DSRF Requirement shall be withdrawn from the Debt Service Reserve Fund and deposited to the Debt Service Fund.

Section 5.08 Subordinate Debt Service Fund.

(a) Upon the issuance of any Series of Subordinate Bonds, one or more Accounts within the Subordinate Debt Service Fund shall be created, and the funds within such Accounts applied, as may be provided in the Supplemental Indenture or other financing document that provided for the issuance of such Subordinate Bonds.

(b) On each Principal Payment Date, funds on deposit in each Account within the Subordinate Debt Service Fund Account shall be applied to pay principal of the applicable Series of Subordinate Bonds then due and on each Interest Payment Date, funds on deposit in each Account within the Subordinate Debt Service Fund shall be applied to pay interest on the applicable Series of Subordinate Bonds then due.

(c) If, two Business Days before any Payment Date, the amount on deposit in the Account established in the Subordinate Debt Service Fund for any Series of Subordinate Bonds is insufficient to pay the principal or redemption price of or interest on the Subordinate Bonds of such Series which is due on such Payment Date, the Trustee shall provide notice to the City of such shortfall and, to the extent that funds in the CFC Stabilization Fund (other than moneys in the CFC PAYGO Project Account) are insufficient to fund such shortfall, the Trustee shall proceed to draw upon the Subordinate Reserve Fund as Provided in Section 5.03(e).

(d) In the event that a TIFIA Loan is deemed to be Additional Bonds instead of Subordinate Bonds pursuant to the provisions of Section 3.04(d), funds on deposit in the Subordinate Debt Service Fund (or within an Account therein) which are allocable to such TIFIA Loan shall be transferred and deposited in the Debt Service Fund.

Section 5.09 Subordinate Reserve Fund.

(a) Upon the issuance of any Subordinate Bonds, amounts shall be deposited to the Subordinate Reserve Fund so that the amount on deposit therein is equal to the amount or amounts required to be deposited therein as set forth in the applicable provisions of the Supplemental Indenture or other financing document that provided for the issuance of such Subordinate Bonds. Funds on deposit in the Subordinate Reserve Fund shall be applied by the Trustee as provided in Section 5.03(e)(2) to pay principal of and interest on the Subordinate Bonds in the event that the amount on deposit in the Subordinate Debt Service Fund and available amounts from the CFC Stabilization Fund are insufficient to pay the principal of or interest then due on such Subordinate Bonds.

(b) On each Principal Payment Date, following payment of principal of and interest on the Bonds due on such Payment Date, if the amount on deposit in the Subordinate Reserve Fund is in excess of the amount or amounts required to be deposited therein as set forth in the applicable provisions of the Supplemental Indenture or other financing document that provided for the issuance of such Subordinate Bonds as

calculated on such Payment Date, the difference between the amount on deposit in such Fund and such required amount shall be withdrawn from the Subordinate Reserve Fund and deposited to the Subordinate Debt Service Fund.

(c) In the event that a TIFIA Loan is deemed to be Additional Bonds instead of Subordinate Bonds pursuant to the provisions of Section 3.04(d), funds on deposit in the Subordinate Reserve Fund (or within an Account therein) which are allocable to such TIFIA Loan shall be transferred and deposited in the Debt Service Reserve Fund.

Section 5.10 Operation and Maintenance Fund. The Operation and Maintenance Fund shall be held by and be for the sole benefit of the City and shall not be subject to the lien of this Indenture or to the claim of any other Person, including without limitation the Bondholders, and monies in such Fund shall not be commingled with moneys in any other Fund or Account established under this Indenture. Revenues shall be deposited in the Operation and Maintenance Fund as provided in Section 5.03(b). All interest earned on moneys and investments held within the Operation and Maintenance Fund shall be credited to such Fund. The Operation and Maintenance Fund shall be disbursed by the City, in the City's discretion, to pay operation and maintenance expenses of the CRCF, operation and maintenance expenses of the ATS allocated to the CRCF and Administrative Expenses.

Section 5.11 CFC Stabilization Fund.

(a) The City has established the CFC Stabilization Fund pursuant to Section 5.01 to be maintained and held by the City, into which Revenues shall be deposited as provided in Section 5.03(b). Within the CFC Stabilization Fund, there are hereby established the CFC PAYGO Project Account and the Maintenance Reserve Account. The CFC Stabilization Fund and the Accounts therein shall be for the sole benefit of the City and shall not be subject to the lien of this Indenture or to the claim of any other Person, including without limitation the Bondholders, and monies in such Fund shall not be commingled with moneys in any other Fund or Account established under this Indenture. Amounts on deposit in the CFC Stabilization Fund (other than amounts in the CFC PAYGO Project Account) on any Draw Down Date shall be applied by the City pursuant to Section 5.03(c) to make up deficiencies in amounts required to be on deposit in Funds, notwithstanding the CFC Stabilization Fund Minimum Requirement. After any such transfers on any Draw Down Dates, amounts on deposit in the CFC Stabilization Fund (other than amounts in the CFC PAYGO Project Account) shall be applied by the City, in the City's discretion, for any legal purpose. Amounts on deposit in the CFC Stabilization Fund (other than amounts in the CFC PAYGO Project Account) in excess of the CFC Stabilization Fund Minimum Requirement shall be withdrawn from the CFC Stabilization Fund and deposited to the CFC Revenue Fund. The City may create additional Accounts within the CFC Stabilization Fund to assist in the administration of the application of funds for such purposes.

(b) Upon the issuance of the Series 2013 Bonds, the City shall deposit $_____ of previously collected CFCs in the CFC PAYGO Project Account. All interest earned on moneys and investments held within the CFC PAYGO Project Account shall be credited to such Account. The CFC PAYGO Project Account shall be disbursed

by the City, in the City's discretion, to pay Costs of the Project. The CFC PAYGO Project Account shall be closed on the Completion Date and any remaining amounts in such Account shall be transferred to the Debt Service Fund.

(c) Upon the issuance of the Series 2013 Bonds, the amount of the Maintenance Reserve Account Requirement shall be deposited to the Maintenance Reserve Account. Revenues shall be deposited in the Maintenance Reserve Account as provided in Section 5.03(b). All interest earned on moneys and investments held within the Maintenance Reserve Account shall be credited to such Account. Amounts on deposit in the Maintenance Reserve Account in excess of the Maintenance Reserve Account Requirement shall be withdrawn from the Maintenance Reserve Account and deposited to the CFC Revenue Fund. Any amounts on deposit in the Maintenance Reserve Account which are not applied by the City to make up deficiencies in amounts required to be on deposit in other Funds, as provided in Section 5.11(a), shall be disbursed by the City, in the City's discretion, for any legal purpose.

(d) Notwithstanding the provisions of Section 5.11(a), however, if on any (x) day that is two (2) days before any Rebate Installment Date, the amount on deposit in the Rebate Fund is insufficient to pay the amount then due to the United States, as determined pursuant to Section 5.12, or (y) day that is two (2) days before any Payment Date, the amount on deposit in the Debt Service Fund is insufficient to pay the principal or redemption price of or interest on any Bond (other than a Subordinate Bond) coming due on such Payment Date, or (z) day that is two (2) days before any Payment Date, the amount on deposit in the Subordinate Debt Service Fund is insufficient to pay the principal or redemption price of or interest on any Subordinate Bond coming due on such Payment Date, then the City shall pay to the Trustee from the funds on deposit in the CFC Stabilization Fund (other than amounts in the CFC PAYGO Project Account), notwithstanding the CFC Stabilization Fund Minimum Requirement, the amount of such shortfall up to the full amount on deposit in the CFC Stabilization Fund.

(e) Interest earned on moneys and investments held within the CFC PAYGO Project Account shall be credited to such Account and applied as provided in Section 5.11(b). Interest earned on moneys and investments held within the Maintenance Reserve Account shall be credited to such Account and applied as provided in Section 5.11(c). Any other interest earned on moneys and investments held within the CFC Stabilization Fund shall be credited to such Fund so long as the amount on deposit in such Fund does not exceed the CFC Stabilization Fund Minimum Requirement, and shall be transferred by the City to the Trustee for deposit in the CFC Revenue Fund in the event and to the extent that the amount then on deposit in the CFC Stabilization Fund exceeds the CFC Stabilization Fund Minimum Requirement.

Section 5.12 Rebate Fund. The City has covenanted that it shall take all action necessary to comply with section 148 of the Code, including the payments when due of all amounts payable to the United States of America thereunder, and shall refrain from taking any action contrary to section 148 of the Code. For this purpose, a Rebate Fund has been established pursuant to Section 5.01 and this Section 5.12, but to the extent any of the provisions of this

Section 5.12 are inconsistent with section 148 of the Code, the City shall not be required to comply with such provisions but shall be required to comply with section 148 of the Code.

(a) Establishment. The Rebate Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of this Indenture or to the claim of any other Person, including without limitation the Bondholders and the City, and monies in such Fund shall not be commingled with moneys in any other Fund or Account established under this Indenture. The Rebate Fund is established for the purpose of compliance with section 148(f) of the Code. The City agrees that the requirements of this Section 5.12 are subject to, and shall be interpreted in accordance with section 148(f) of the Code. Within the Rebate Fund there is hereby established the Series 2013A Rebate Account. Additional Accounts within the Rebate Fund shall be established for each Series of Additional Bonds or Subordinate Bonds that are Tax-Exempt Bonds in and to the extent provided in the Supplemental Indenture providing for such Series and shall be administered as provided therein.

(b) Calculation of Rebate Deposits and Payments.

(i) Promptly upon the close of each Bond Year and also upon the retirement of each Series of Tax-Exempt Bonds, the Trustee shall provide the City with a statement of earnings on all Funds and Accounts with respect to the Tax-Exempt Bonds held in trust under this Indenture which are subject to the requirements of this Section 5.12 during any period not covered by a prior statement delivered pursuant to this Section 5.12. The statement shall include the purchase and sale prices of each investment (including any commission paid thereon, which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium, and such other information known to the Trustee as the City shall reasonable require.

(ii) At least 15 days prior to each Rebate Installment Date, the City shall cause a Rebate Professional, in accordance with the Regulations, to determine and report to the Trustee the amount, if any, payable to the United States with respect to each Series of Tax-Exempt Bonds as of such Rebate Installment Date (it being assumed for the purposes of such calculation that the Tax-Exempt Bonds are being paid in full on the last day of the Bond Year most recently ended prior to such Date) based upon the Nonpurpose Payments and Nonpurpose Receipts allocated to the Tax-Exempt Bonds. Such amount shall consist of: (1) the difference between the future values, as of the applicable Rebate Installment Date, of all Nonpurpose Payments (including, as authorized by the Regulations, any rebate previously paid) and Nonpurpose Receipts (whether held under this Indenture or otherwise), reduced by (2) the amounts, if any, already on deposit in the applicable Account of the Rebate Fund. For purposes of calculating the foregoing future values, the yield on the Tax-Exempt Bonds, determined in accordance with the Regulations, shall be used. Except as may otherwise be provided by Law, the computation of the amounts to be deposited into the Rebate Fund need not take into account any earnings on any "tax exempt

bond" under section 150(a)(6) of the Code and section 1.150-1 of the Regulations and which is not a specified private activity bond as defined in section 57(a)(5)(C) of the Code or any earnings as to which exceptions are provided under section 148(f)(4)(A), (B) or (C) or the Code or section 1.148-7 of the Regulations. The City shall also determine the amount of any applicable "yield reduction payments," as provided under section 1.148-5(c) of the Regulations, which are treated as rebated payments for purposes of this Section 5.12.

(c) Payment of Rebate.

(i) No earlier than 60 days, or later than 35 days, before each Rebate Installment Date, the Trustee shall notify the City by registered or certified mail, postage prepaid, or by Electronic Means, of its obligation to furnish the following with respect to each Series of Tax-Exempt Bonds which is a separate series for federal income tax purposes not later than 15 days prior to the applicable Rebate Installment Date: (w) a copy of Form 8038-T, if any rebate amount is owed to the federal government, (x) a statement of the amount due on the Rebate Installment Date, if any, (y) a certificate as to the accuracy of such determination of a certified public accountant (who may be an employee of the City) or a firm of accountants or other professionals, in each case having expertise in calculating the amount required to be paid pursuant to section 148(f) of the Code (each, a ***"Rebate Professional"***) and (z) if the amount held in the applicable Account of the Rebate Fund is less than the amount so determined, an amount in cash or funds available on such day equal to the difference. The City shall notify promptly the Trustee of each date which it selects as a Rebate Installment Date. Upon receipt of the foregoing, the Trustee shall make the payment provided for in subsection (c)(ii) below, but if the Trustee shall not have received all of the foregoing on the date due, the Trustee shall pay over to the United States within the period prescribed in subsection (c)(ii) below all of the funds then held in the applicable Account of the Rebate Fund, together with a copy of the applicable Form 8038-T, if available, unless on or before such date, the City shall have provided to the Trustee an unqualified opinion of a Rebate Professional stating that no further action by the City or the Trustee is necessary for compliance as of such Rebate Installment Date with section 148(f) of the Code.

(ii) On or before each Rebate Installment Date, the Trustee, at the direction of the City, shall pay to the United States from amounts on deposit in the applicable Account of the Rebate Fund or, to the extent of a shortfall in the amount on deposit in the applicable Account, from amounts on deposit in the CFC Stabilization Fund, any "yield reduction payments" as aforesaid and/or a rebate amount which is at least 90% of the amount required to be paid pursuant to the provisions of section 148(f) of the Code as calculated by a Rebate Professional on behalf of the City, taking into account any credit permitted by the Regulations. On a date selected by the City no later than 60 days after the date on which the Tax-Exempt Bonds of any Series which is a separate series for federal income tax purposes have been paid in full, the Trustee, at the direction of the City, shall pay to the United States from the amount on deposit in the applicable Account of the

Rebate Fund or, to the extent of a shortfall in the amount on deposit in the applicable Account, from amounts on deposit in the CFC Stabilization Fund, any "yield reduction payments" as aforesaid and/or a rebate equal to 100% of the entire amount then payable pursuant to section 148(f) of the Code as calculated by a Rebate Professional on behalf of the City, including actual or imputed earnings and taking into account any credit, as provided by the Regulations. Unless otherwise provided by Law, each payment shall be made to the Internal Revenue Service Center, Ogden, UT 84201-0027 or any other address specified by the Internal Revenue Service and accompanied by a copy of From 8038-T signed by the City.

(d) Conclusive Compliance by Trustee. The Trustee shall be deemed conclusively to have complied with the provisions of this Section 5.12 if it executes documents or makes payments in accordance with the certifications and directions of the City provided in accordance with this Section 5.12. By agreeing to give the notices referred to in subsection (c) of this Section 5.12 and to make the payments referred to in this Section 5.12, the Trustee assumes no responsibility whatsoever for compliance by the City with the requirements of section 148(f) of the Code.

(e) Records. The City and the Trustee shall keep such records as will enable them to fulfill their respective responsibilities under this Section 5.12 and section 148(f) of the Code, and the City shall engage, at the City's expense, a Rebate Professional. For purposes of the computation required under this Section 5.12, the Trustee shall make available to the City during normal business hours all information in the control of the Trustee which is necessary to make such computations.

(f) The City. The City shall not take any action, or knowingly omit to take any action within its control, which, if taken or omitted, respectively, would violate its non-arbitrage certificate delivered upon the initial issuance of any Series of Tax-Exempt Bonds or any amendment thereof or supplement thereto.

(g) Additional Documentation. Notwithstanding anything in this Section 5.12 to the contrary, and in furtherance of the purposes of the last sentences of Section 5.12(a), the Trustee, at the written direction of the City, will provide to the United States of America at such times and at such places as the City may direct such additional materials as the City may instruct the Trustee to deliver to the United States of America; provided, however, that the Trustee need take no action under this subsection (g) unless the City shall have delivered to the Trustee such materials and the address or addresses to which such materials are to be sent by the Trustee no later than 15 days prior to the date on which delivery of such materials is to be received by the United States of America.

(h) Section 5.12 Survives Defeasance of Indenture. This Section 5.12, as amended from time to time, shall survive the defeasance of this Indenture with respect to the Tax-Exempt Bonds. Upon (and only upon) (i) the retirement of all the Tax-Exempt Bonds of a Series which is a separate series for federal income tax purposes or provision for the same pursuant to Section 2.02, (ii) the payment of all amounts due under section 148 of the Code with respect to such Tax-Exempt Bonds, and (iii) presentation of a

written statement of a Rebate Professional in a form satisfactory to the Trustee that the provisions of section 148 of the Code have been satisfied, any amounts remaining in the applicable Account of the Rebate Fund shall be paid to the City; provided, however, that if at any time while Tax-Exempt Bonds are outstanding the Trustee shall receive a written statement of a Rebate Professional in a form satisfactory to the Trustee that the balance of an Account in the Rebate Fund exceeds the amount owing or expected to be owing under section 148 of the Code with respect to the applicable Series of Tax-Exempt Bonds, then the Trustee at the written request of the City shall pay the excess to the City.

Section 5.13 Investment of Moneys in Funds. The Trustee shall invest moneys in the Project Fund, the Debt Service Fund, the Rolling Coverage Fund, the Supplemental Reserve Fund, the Debt Service Reserve Fund, the Subordinate Debt Service Fund and the Subordinate Reserve Fund in any Qualified Investments and shall sell or liquidate any such investment, in each case upon the written direction of the City, subject in each case to the restrictions on investments set forth in this Section 5.13. If at any time the Trustee shall hold the Rebate Fund, the Operation and Maintenance Fund or the CFC Stabilization Fund as Depositary for the City, the Trustee shall invest moneys in any such Fund in any Qualified Investments and shall sell or liquidate any such investment, in each case upon the written direction of the City, subject in each case to the restrictions on investments set forth in this Section 5.13. The Trustee shall have no responsibility for any losses resulting from such investment or liquidation, nor shall the Trustee be responsible if any payment is prohibited under Section 148 of the Code, provided that the Trustee shall have complied with the applicable investment instructions delivered to it by the City. Moneys in the Debt Service Fund and the Subordinate Debt Service Fund shall be invested by the Trustee only in Defeasance Obligations having a final maturity of one year or less from the date of purchase thereof, the maturities or redemption dates of all of which shall coincide as nearly as practicable with, but not be later than, the time or times at which said moneys will be required for the purposes of this Indenture (or a money market fund satisfying the requirements of paragraph (g) of the list of Qualified Investments in **Exhibit D** hereto comprised of such Defeasance Obligations). Moneys in the Reserve Funds and the Subordinate Reserve Fund shall be invested only in Qualified Investments which either have an average maturity of five years or less from the date of purchase thereof or may be liquidated at a price of not less than par plus accrued interest when required for the purposes of this Indenture. Qualified Investments may be registered or otherwise held in the name of the Trustee's nominee or nominees or, where the securities are eligible for a deposit in a central depository, such as DTC or the Federal Reserve Bank of New York, the Trustee may utilize any such depository and permit the registration of registered securities in the name of its nominee or nominees, and the City shall hold the Trustee and such nominees harmless from any liability as holders of record. Any investments pursuant to this Section 5.13 may be purchased from the Trustee in its commercial capacity so long as such investments meet the applicable criteria set forth in the definition of "Qualified Investments". Notwithstanding the first sentence of this Section 5.13, in the event that the City shall not have authorized the liquidation of Qualified Investments when required to meet the purposes of this Indenture, the Trustee is authorized to sell or otherwise convert into cash investments credited to any Fund or Account created under this Indenture at the times and in the amounts necessary to meet payments when due from such Fund or Account and shall include all proceeds from such investments. No order of the City shall restrict such authorization, and the Trustee shall not be liable for any loss occurring from any such sale or conversion to cash. Except as otherwise expressly provided in this Indenture, all investments made from moneys

credited to a specific Fund or Account, including all proceeds from such investments, shall be credited to the Debt Service Fund on the next succeeding Draw Down Date after they are received. For purposes of this Indenture (other than Section 5.12), such investments in the Reserve Funds and the Subordinate Reserve Fund shall be valued at the lower of amortized cost or market, and such investments in any other Fund shall be valued at market value. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. In the absence of investment instructions from the City, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Qualified Investments.

Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 5.14 Authorized Application of Funds; Moneys to be Held in Trust. The Trustee is authorized to apply each Fund as provided in this Indenture. All moneys deposited with the Trustee hereunder shall be held by the Trustee in trust but need not be segregated from other funds except as required by Law or by this Indenture.

Section 5.15 Nonpresentment of Bonds. From and after any Payment Date, if moneys sufficient to pay principal of, premium, if any, and interest on any Bond then due have been deposited with the Trustee and irrevocably committed thereto, all liability of the City for the payment of such amount shall forthwith cease in accordance with Section 2.02. The Trustee shall hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim with respect to such amount. Unless otherwise required by Law, any such funds which remain unclaimed for three years after such due date shall be paid to the City without any interest thereon against written receipt therefor executed on behalf of the City, and the Trustee shall have no further responsibility with respect to such moneys, which thenceforth shall be the responsibility of the City.

ARTICLE 6
REPRESENTATIONS AND AGREEMENTS OF THE CITY

Section 6.01 Due Organization and Authorization of Bonds. The City represents and warrants as follows:

(a) It is a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State, with the power, to execute and deliver this Indenture and the Bonds, to perform its obligations under each thereof and to issue and sell the Series 2013 Bonds pursuant thereto.

(b) It has taken all necessary action required to make this Indenture and the Bonds the valid and binding obligations of the City which they purport to be, and, when

executed and delivered by the parties thereto, this Indenture and the Bonds will constitute valid and binding agreements of the City and be enforceable in accordance with their respective terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied.

(c) When delivered to and paid for by the purchasers thereof, the Series 2013 Bonds will constitute valid and binding limited obligations of the City enforceable in accordance with their terms, except as enforceability may be subject to the exercise of judicial discretion in accordance with general equitable principles and to applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied, and will be entitled to the benefits of this Indenture.

Section 6.02 Payment of Bonds. The City agrees that it will promptly pay or cause to be paid the principal of and premium, if any, and interest on all Bonds as herein provided from the Pledged Receipts. The City agrees that, except as provided herein it will not mortgage, encumber or alienate any part of the Pledged Receipts. All agreements of the City in this Section 6.02 and elsewhere in this Indenture and the Bonds and each other agreement or instrument to which the City may be or hereafter become a party in connection with this Indenture or the Bonds are subject to the limitation described in Section 3.09.

Section 6.03 Rights of City as Lessor; Enforcement of RAC Agreements.

(a) It is understood and agreed that the City's execution and delivery of this Indenture, the City's issuance of the Bonds and the terms and provisions of this Indenture, the Bonds and any other agreement or instrument to which the City may be or hereafter become a party in connection with this Indenture or the Bonds, are without prejudice to and shall not prohibit, restrict or derogate in any way from the City's exercise of any of the Unassigned Rights of the City as lessor under the RAC Agreements or from any other rights of the City as operator of the Airport. Notwithstanding any provision thereof to the contrary, the City, by executing this Indenture, the Bonds or any other such agreement or instrument to which the City may be or hereafter become a party in connection with this Indenture or the Bonds, is under no obligation, express or implied, to the Trustee, the Bondholders or any other Person to exercise or to refrain from exercising any Unassigned Right which the City may have now or hereafter under any RAC Agreement or from exercising any right, remedy or responsibility which the City may have now or hereafter as operator of the Airport, regardless of the effect of such exercise or non-exercise upon the rights and interests of the Trustee, the Bondholders or any other Person under this Indenture, the Bonds or any other such agreement or instrument.

(b) Notwithstanding the foregoing provisions of Section 6.03(a), the City covenants that so long as any of the Bonds remain Outstanding, it will require all RACs to collect and remit CFCs and Facility Rent, and the City will take all actions legally permitted to enforce compliance by the RACs with the RAC Agreements and of their

obligations thereunder, including specifically seeking specific performance by each of the RACs, to charge, collect and remit CFCs and Facility Rent directly to the Trustee for the benefit of the City. The City covenants that so long as any of the Bonds remain Outstanding it will not consent to an amendment to the RAC Agreements which permits direct access to the Terminals by any Courtesy Vehicle of a RAC or Off-Airport RAC after the CRCF is open for business, or which otherwise materially adversely affects the rights of Beneficial Owners without consent of a Majority of the Bondholders.

Section 6.04 Collection of Customer Facility Charges; Rate Covenant.

(a) As long as any Bond remains Outstanding, the City shall require each RAC to charge, collect and remit directly to the Trustee for the benefit of the City, CFCs for each Contract Day that a Motor Vehicle is rented by an Airport Customer, and to pay directly to the Trustee for the benefit of the City, Facility Rent, as provided in paragraph (c) below, and the RAC Agreements shall require the RACs to segregate such CFCs as trust funds for the benefit of the City, and not as revenues of the RACs, as provided in the RAC Agreements.

(b) Prior to the commencement of each Fiscal Year as long as any Bond is Outstanding, the City shall review and may adjust, effective on the first day of each Fiscal Year, the level of the CFC and Facility Rent, based upon factors including the projected Aggregate Debt Service for the coming Fiscal Year, amounts necessary to fund the other accounts provided for in this Indenture, shortfalls in CFC revenue and Facility Rent that may have occurred in the then-current Fiscal Year, projections of the level of demand for rental car services at the Airport in the next Fiscal Year, and such other factors as the City may determine in its sole discretion. Notwithstanding the foregoing, the City may make an unscheduled adjustment to the level of the CFC and Facility Rent in any Fiscal Year in the event that the City determines in its sole discretion that there has been a material change in any of the assumptions utilized in the City's calculation of the CFC and Facility Rent, and that such change should not be addressed solely through withdrawals from the CFC Stabilization Fund or the imposition of Facility Rent as provided below. As long as any of the Bonds remain Outstanding, the City shall set the amount of the CFC (when multiplied by the total number of projected Contract Days) plus projected Facility Rent at an annual level sufficient to provide sufficient funds (i) to pay principal of and interest on the Bonds due in such Fiscal Year, (ii) to reimburse the Rolling Coverage Fund, the Supplemental Reserve Fund, the Debt Service Reserve Fund or the Subordinate Reserve Fund for any drawings upon such Funds over a period not to exceed twelve (12) months, as determined by the City, (iii) to provide funds necessary to pay any "yield reduction payments" or rebate amounts due to the United States under Section 5.12 for which funds in the Rebate Fund or the CFC Stabilization Fund are not otherwise available, (iv) to maintain the balance of the CFC Stabilization Fund in an amount of no less than the CFC Stabilization Fund Minimum Requirement and to reimburse any drawings below the CFC Stabilization Fund Minimum Requirement over a period not to exceed twelve (12) months, as determined by the City, and (v) to maintain the balance of the Operation and Maintenance Fund in an amount of no less than the Operation and Maintenance Fund Requirement and to reimburse any drawings below the Operation and Maintenance Fund Requirement over a period not to exceed twelve (12)

months, as determined by the City (collectively, the sum of the amounts required by (i) through (v) above, the "***Minimum Annual Requirement***").

(c) The City shall require each RAC to pay directly to the Trustee for the benefit of the City, Facility Rent as provided in each RAC Agreement in an amount, in the aggregate, that the City projects to be sufficient, together with CFCs projected to be collected in such Fiscal Year or portion thereof, to provide sufficient funds to meet the Minimum Annual Requirement for such Fiscal Year and provide additional funds equal to the difference between the CFCs and Facility Rent (if any) received in the prior Fiscal Year and the Minimum Annual Requirement for such prior Fiscal Year.

(d) As long as any of the Bonds remain Outstanding, the aggregate amount of CFCs and Facility Rent required to be remitted by the RACs in each Fiscal Year shall be no less than the Aggregate Debt Service coming due in such Fiscal Year and, in the event that the amount of CFCs and Facility Rent for any Fiscal Year is less than the Aggregate Debt Service for such Fiscal Year, the City covenants to increase either the CFC or the Facility Rent, or both, for the next succeeding Fiscal Year to no less than an amount, in the aggregate, that the City projects to be sufficient, based upon projected Contract Days for such Fiscal Year, to pay Aggregate Debt Service coming due in such Fiscal Year. In addition to the foregoing, the aggregate amount of CFCs and Facility Rent paid by the RACs in each Fiscal Year plus the amount on deposit in the Rolling Coverage Fund (up to an amount not to exceed 25% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year) plus amounts on deposit in the Supplemental Reserve Fund, if any, at the beginning of such Fiscal Year (up to an amount not to exceed 5% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year) shall be (i) no less than 1.30 times the Aggregate Debt Service on the Bonds (other than Subordinate Bonds), and (ii) no less than 1.10 times the Aggregate Debt Service on the Bonds coming due in such Fiscal Year, and, in the event that the amount of CFCs and Facility Rent for any Fiscal Year plus the amount on deposit in the Rolling Coverage Fund (up to an amount not to exceed 25% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year) plus amounts on deposit in the Supplemental Reserve Fund, if any, at the beginning of such Fiscal Year up to an amount not to exceed 5% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year (i) is less than 1.30 times the Aggregate Debt Service on the Bonds (other than Subordinate Bonds), or (ii) is less than 1.10 times the Aggregate Debt Service on the Bonds for such Fiscal Year, the City shall increase either the CFC or the Facility Rent, or both, for the next succeeding Fiscal Year to no less than an amount, in the aggregate, that the City projects to be sufficient, based upon projected Contract Days for such Fiscal Year, plus the amount on deposit in the Rolling Coverage Fund (up to an amount not to exceed 25% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year) plus amounts on deposit in the Supplemental Reserve Fund, if any, at the beginning of such Fiscal Year up to an amount not to exceed 5% of the Aggregate Debt Service on the Bonds (other than Subordinate Bonds) in such Fiscal Year to provide (i) no less than 1.30 times the Aggregate Debt Service on the Bonds (other than Subordinate Bonds), and (ii) no less than 1.10 times the Aggregate Debt Service on the Bonds for such Fiscal Year.

Section 6.05 Status of Interest on Tax-Exempt Bonds.

(a) It is the intention of the City that interest on each Series of Tax-Exempt Bonds, including without limitation, the Series 2013A Bonds, shall be and remain exempt from federal income taxation, and to that end the covenants and agreements of the City in this Section 6.05 and in the tax certificate of the City are for the benefit of the Trustee and each and every Person who at any time will be the holder of any Tax-Exempt Bond.

(b) The City covenants and agrees that it will not directly or indirectly use or permit the use of any proceeds of any Series of Tax-Exempt Bonds or other funds in any manner, or take or omit to take any action, that will cause any Series of Tax-Exempt Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, including in connection with the operation of the portions of the Project which shall be controlled by the City and any reallocation or reletting of the Project or any portion thereof under the terms of the RAC Agreements. Any officer of the City (including its Chairman, Vice Chairman, Executive Director and Director of Administration and Finance and Secretary-Treasurer) having responsibility for and with respect to the issuance of the Tax-Exempt Bonds is authorized and directed, alone or in conjunction with any other officer, employee or consultant of the City, to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to section 148 of the Code. The City further covenants and agrees that it will not direct the Trustee to invest any funds held by it under this Indenture in such manner as would cause any Series of Tax-Exempt Bonds to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. To such ends, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Tax-Exempt Bonds. In the event that at any time the City is of the opinion that for purposes of this Section 6.05(b) it is necessary to restrict or limit the yield of the investment of any moneys held by the Trustee under this Indenture, the City shall so notify the Trustee in writing.

(c) The City certifies and represents that it has not taken, and the City covenants and agrees that it will not take, any action which will cause interest paid on any Tax-Exempt Bonds to become includable in gross income of the Beneficial Owners of such Tax-Exempt Bonds for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, including in connection with the operation of the portions of the Project which shall be controlled by the City and any reallocation or reletting of the Project or any portion thereof under the terms of the RAC Agreements; provided, that none of the covenants and agreements herein contained shall require the City to enter an appearance or intervene in any administrative, legislative or judicial proceeding in connection with any changes in applicable Laws, or in connection with any decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Tax-Exempt Bonds. Notwithstanding the generality of the foregoing, in connection with the operation and use of the portions of the Project which are controlled by the City or any reallocation or reletting of the Project or any portion thereof under the terms of the RAC Agreements, the City will take such actions as may be reasonably

under its control to avoid causing the interest on any Tax-Exempt Bond to be includable in the gross income of the holders thereof for federal income tax purposes.

(d) Notwithstanding any provision of this Section 6.05, if the City shall provide to the Trustee an opinion of Bond Counsel that any specified action required under this Section 6.05 is no longer required or that some further or different action is required to maintain the tax-exempt status of interest on the Tax-Exempt Bonds, the Trustee and the City may conclusively rely on such opinion in complying with the requirements of this Section 6.05 and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.06 Construction of the Project. The City shall use diligent efforts to cause the Project to be constructed and completed in accordance with the Consolidated Facility Plans, as set forth in Subsection 5.1(a) of the RAC Agreements, and shall cause to be done all things necessary or proper for completion of the Project in a timely manner in material compliance with all Laws. Upon completion or abandonment of the Project, the City shall deliver a Completion Certificate to the Trustee which shall include the Completion Date.

Section 6.07 Operation of the Project. Subject to Section 6.09, as long as any Bond remains Outstanding, the City shall operate and maintain the Project, or cause the Project to be operated and maintained, in good condition for the purposes for which it was constructed, reasonable wear and tear excepted.

Section 6.08 Insurance. The City shall maintain, or cause to be maintained, insurance with respect to the Project against such casualties and contingencies and in such amounts not less than is reasonably prudent for owners of comparable facilities. Such policies of insurance shall name the City and the Trustee as additional insureds as their interests may appear. Any premiums for such policies of insurance shall be paid by the RACs as provided in each RAC Agreement, or by the City.

Section 6.09 Casualty and Condemnation.

(a) In the event that the Project or any portion thereof is damaged, taken or condemned, the net proceeds of insurance (including without limitation self insurance) or condemnation award allocable to that portion of the Project financed with proceeds of the Bonds shall be applied as set forth in Sections 6.09(b) and 6.09(c) to restore such damaged or condemned portion of the Project to substantially the same condition as before such damage or condemnation occurred; provided, if the City reasonably determines that such damaged or condemned portion of the Project cannot be so restored, such net proceeds or condemnation award shall be deposited to the Debt Service Fund and/or the Subordinate Debt Service Fund and applied to the principal of and interest on the Bonds next coming due, pro rata. In the event the City so determines that such damage or condemnation cannot be so restored, the City shall provide the Trustee with written notice of such determination not less than 60 days following the date of such damage or condemnation.

(b) If the damaged or condemned portion of the Project is to be restored as provided in Section 6.09(a), and the proceeds of an insurance or condemnation award with respect to the Project, net of the reasonable costs, fees and expenses incurred by the City in the collection of such proceeds or award (the "***Net Proceeds***") are less than $250,000, the Net Proceeds shall be paid directly to the City and shall be applied by the City promptly to the costs of restoring the Project. Any Net Proceeds remaining after the restoration of the Project shall be deposited to the Debt Service Fund and applied to the principal of and interest on the Bonds next coming due, on a pro rata basis.

(c) If the damaged or condemned portion of the Project is to be restored as provided in Section 6.09(a), and the Net Proceeds are greater than or equal to $250,000, the Net Proceeds shall be paid to the Trustee and deposited to a separate account within the Project Fund, as set forth in Section 5.02(f) and disbursed in the same manner and subject to the same conditions and limitations relating to the disbursement of funds from the Project Fund, as set forth in Sections 5.02(c) and 5.02(f). In the event that the Net Proceeds are insufficient to restore the Project, the City shall either deposit the difference between the costs of restoration and the Net Proceeds to the Project Fund or issue Additional Bonds or Subordinate Bonds for such purpose.

(d) Nothing herein shall limit the City's power of eminent domain.

Section 6.10 Continuing Disclosure. Pursuant to the Continuing Disclosure Undertaking, the City has undertaken certain responsibilities for compliance with continuing disclosure requirements under Rule 15c2-12 of the Securities and Exchange Commission. The City hereby covenants and agrees that it will comply with and carry out its express responsibilities under the Continuing Disclosure Undertaking, but it shall have no additional or implied responsibilities whatsoever under the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default hereunder; however, any holder or Beneficial Owner of any Bond may take such actions as may be necessary and appropriate, including seeking mandatory or specific performance by court order, to cause the City to comply with its obligations under this Section 6.10 and the Continuing Disclosure Undertaking.

ARTICLE 7
DEFAULT PROVISIONS AND REMEDIES

Section 7.01 Events of Default; Defaults. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) Failure to pay interest on any Bond when due and payable.

(b) Failure to pay any principal of, or premium on, any Bond when due and payable, whether at stated maturity or pursuant to any redemption or purchase requirement under Section 4.01 or under any Supplemental Indenture.

(c) Failure by the City to observe or perform any other covenant, condition or agreement on its part to be observed or performed in this Indenture or the Bonds for a

period of 60 days after written notice of such failure shall have been given to the City by the Trustee; provided, however, that if such observance or performance requires work to be done, actions to be taken or conditions to be remedied which by its or their nature cannot reasonably be done, taken or remedied, as the case may be, within such 60-day period, no Event of Default under this subsection (c) shall be deemed to have occurred or to exist if and so long as the City shall have commenced such work, action or remediation within such 60-day period and provided written notice thereof to the Trustee and shall diligently and continuously prosecute the same to completion.

Within five days after actual knowledge by an Authorized Officer of the Trustee of an Event of Default under subsection (a) or (b) above, the Trustee shall give written notice, by registered or certified mail, to the City, all of the Bondholders, and upon notice as provided in Section 8.02(d) shall give similar notice of any other Event of Default.

Section 7.02 Remedies; Rights of Bondholders.

(a) Upon the continuance of an Event of Default, if so requested by a Majority of the Bondholders, and if satisfactory indemnity has been furnished to it, the Trustee shall exercise such of the rights and powers conferred by this Indenture as the Trustee, being advised by counsel, shall deem most effective to enforce and protect the interests of the Bondholders.

(b) No remedy under this Indenture is intended to be exclusive, and to the extent permitted by law each remedy shall be cumulative and in addition to any other remedy hereunder or now or hereafter existing.

(c) No delay or omission to exercise any right or power shall impair such right or power or constitute a waiver of any Default or Event of Default or acquiescence therein; and each such right and power pay be exercised as often as deemed expedient.

(d) No waiver by the Trustee or the Bondholders of any Default or Event of Default shall extend to any subsequent Default or Event of Default.

Section 7.03 Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, a Majority of the Bondholders shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall be in accordance with applicable Law and this Indenture; provided that the Trustee shall be indemnified to its satisfaction.

Section 7.04 Application of Moneys After Event of Default. Upon the occurrence of an Event of Default, there shall be deposited in the CFC Revenue Fund all moneys and proceeds held or received by the Trustee or any receiver pursuant to this Indenture or any related document or the exercise of any rights granted hereby or thereby, except amounts in the Rebate Fund, which shall be held and applied in accordance with Section 5.12, and all moneys in the CFC Revenue Fund (except funds for which provision has been made under Section 5.15) shall be applied after first paying all Costs of Collection incurred by the Trustee or any receiver and

any fees, compensation and reimbursement of expenses then owing to the Trustee hereunder, (i) to the payment of interest then due on the Bonds (other than Subordinate Bonds) without regard to when such interest became due, (ii) then any remaining amounts shall be applied to the payment of principal and premium, if any, then due on the Bonds (other than Subordinate Bonds), without regard to when such principal or premium, if any, became due, (iii) then any remaining amounts shall be applied to the payment of interest then due on the Subordinate Bonds without regard to when such interest became due, (iv) then any remaining amounts shall be applied to the payment of principal and premium, if any, then due on the Subordinate Bonds, without regard to when such principal or premium, if any, became due; or in such other order as may be determined by the Trustee with the written consent of all the Bondholders; provided, however, that funds collected from any Account of the Project Fund shall be applied solely to the payment of principal of and interest on the Series of Bonds secured by such Account. Payments shall be made ratably, according to the amounts due respectively for interest and principal and premium, if any, among Bondholders entitled to receive the payment being made.

Section 7.05 Remedies Vested in Trustee. All rights of action (including the right to file proofs of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or their production in any proceeding; and any such proceeding instituted by the Trustee shall be brought in its name, as Trustee, without the necessity of joining as plaintiffs or defendants any holders of the Bonds; and any recovery of the judgment shall be for the benefit of the holders of the Bonds, subject, however, to the provisions of this Indenture.

Section 7.06 Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any proceedings for the enforcement of this Indenture or any right or remedy granted hereby unless (i) an Event of Default is continuing, (ii) an Authorized Officer of the Trustee is deemed to have notice or knowledge thereof or has been notified as provided in Section 8.02(d), (iii) a Majority of the Bondholders shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to exercise its powers or to institute such proceeding in its own name, and have offered to the Trustee indemnity satisfactory to it, and (iv) the Trustee shall have failed or refused to exercise its power or to institute such proceeding. Such notice, request and offer of indemnity shall at the option of the Trustee be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action for the enforcement of this Indenture or of any right or remedy granted hereby; it being understood and intended that the holders of the Bonds shall have no right to affect or prejudice the lien of this Indenture by their action or to enforce any right hereunder except in the manner herein provided and that proceedings shall be instituted and maintained in the manner herein provided and for the benefit of the holders of all Bonds then outstanding. Notwithstanding the foregoing, each Bondholder shall have a right of action to enforce the payment of the principal of an premium, if any, and interest on any Bond held by it at and after the maturity thereof, from the sources and in the manner expressed in such Bond.

Section 7.07 Waivers of Events of Default. The Trustee shall waive (in advance or otherwise) any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of a Majority of the Bondholders or, in the case of an Event of Default whose waiver would constitute a violation of Section 9.02, the Bondholder or Bondholders whose consent is required by Section 9.02, but no such waiver (except as

specifically provided therein) or rescission shall extend to any subsequent or other Event of Default.

Section 7.08 Effect of Discontinuation of Proceedings. In case any proceeding taken by the Trustee or Bondholders on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 7.09 Intervention by Trustee. In any judicial proceeding which the Trustee believes has a substantial bearing on the interests of the Bondholders, the Trustee may intervene on behalf of the Bondholders.

Section 7.10 Remedies of City on Event of Default. Upon the occurrence and continuance of an Event of Default, the City shall not be required to take any action which in its opinion might cause it to expend time or money or otherwise incur any liability unless satisfactory indemnity has been furnished to it. Notwithstanding any contrary provision in this Indenture, the City may enforce the Unassigned Rights by any lawful available remedy; and nothing in this Indenture shall restrict the exercise of Unassigned Rights by the City under the RAC Agreements or the exercise of rights by the City as operator of the Airport.

ARTICLE 8
THE TRUSTEE

Section 8.01 The Trustee; Corporate Organization, Authorization and Capacity. The Trustee represents and warrants that it is a national banking association duly organized and validly existing under the laws of the United States of America and duly licensed or qualified to do business in the State, with the capacity to exercise the powers and duties of the Trustee hereunder and that by proper corporate action it has duly authorized the execution and delivery of this Indenture.

Section 8.02 Acceptance of Trusts. The Trustee accepts the trusts imposed upon it by this Indenture and agrees to perform such trusts, but only upon the terms and conditions contained herein.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied agreements or obligations shall be read into this Indenture against the Trustee. In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of its trusts or powers and perform any of its duties through attorneys, agents, receivers or employees but shall be answerable for their

conduct in accordance with the above standard, except that as to attorneys, agents and receivers the Trustee shall be answerable only as to the selection of same in accordance with said standards. The Trustee shall be entitled to advice of Counsel concerning all matters of trust duties hereunder, and may pay reasonable compensation to all such attorneys, agents, receivers, employees and Counsel as may reasonably be employed. The Trustee shall be entitled to the advice of Counsel (who may or not be Counsel for the City) and shall be wholly protected as to any action taken or omitted to be taken in good faith in reliance on such advice. The Trustee may rely conclusively on any notice, certificate or other document furnished to it hereunder and reasonably believed by it to be genuine. The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, in good faith omitted to be taken by it and reasonably believed to be beyond the discretion or powers conferred upon it, taken by it pursuant to any direction or instruction by which it is governed hereunder, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action; nor shall it be responsible for the consequences of any error of judgment reasonably made by it; except in each case for such actions resulting from its own negligence or willful misconduct. The duties of the Trustee are those expressly set forth in this Indenture, and no additional duties shall be implied. When any payment, consent or other action by it is called for hereby, it may defer such action pending receipt of such evidence, if any, as it may require in support thereof. The Trustee shall in no event be liable for the application or misapplication of funds, or for other acts or defaults by any Person, except its own directors, officers, and employees. The Trustee has no responsibility for the validity or sufficiency of this Indenture or the Bonds or any security therefor.

(c) Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any Bond shall be conclusive and binding upon all future holders of such Bond.

(d) The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any Default hereunder, except Events of Default described in Section 7.01(a) or (b), unless an Authorized Officer of the Trustee shall be notified in writing of such Default by the City or by the holders of at least 25% in aggregate principal amount of Bonds then outstanding. Until such notice is received, the Trustee may conclusively assume there is no such Default and shall not be bound to inquire as to the performance of the City.

(e) The Trustee shall not be required to give any bond or surety.

(f) The Trustee shall not be required to monitor the financial condition of the City, any RAC, or the physical condition of the Project and, unless otherwise expressly provided, shall not have any responsibility with respect to notices, certificates or other documents filed with it hereunder, except to make them available for inspection by the Bondholders. The Trustee shall not be required to take any action hereunder (other than the giving of notice), including any remedial action, which shall require it to expend its own funds or otherwise incur any financial liability in the performance of its duties

hereunder or thereunder or in the exercise of any rights or powers hereunder or thereunder unless indemnity reasonably satisfactory to it is furnished for any expense or liability to be incurred herein, other than liability for failure to meet the standards set forth in this section. A permissive right or power to act shall not be construed as a requirement to act.

(g) The Trustee shall not be responsible for any recital herein or in the Bonds (other than its Certificate of Authentication), or in any material furnished to anyone in connection with the issuance, sale or any resale of the Bonds, or for the recording, filing or refiling of this Indenture or any security interest created in connection therewith, or for insuring the Trust Estate or the Project or collecting any insurance money, or for the validity of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the Project or otherwise as to the maintenance or operation of the Project or the Trust Estate, but the Trustee may require of the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Project. Except as otherwise provided in this Indenture, the Trustee shall have no obligation to perform any of the duties of the City under this Indenture, and the Trustee shall not be liable for any loss suffered in connection with any investment of funds made by it, provided that the Trustee shall have complied with instructions delivered to it hereunder.

(h) To the extent that it is necessary for the Trustee to determine whether any Person is a Beneficial Owner, the Trustee shall make such determination based on a certification of such Person (on which the Trustee may conclusively rely) setting forth in satisfactory detail the principal balance and bond certificate owned and any intermediaries through which such bond certificate is held. The Trustee shall be entitled to rely conclusively on information it receives from DTC or other applicable Securities Depository, its direct participants and the indirect participating brokerage firms for such Participants with respect to the identity of a Beneficial Owner.

(i) The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

(j) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The Trustee shall have no responsibility for, or shall assume no liability in connection with, the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of Federal income taxation or for the subsequent maintenance of the tax-exempt status of such interest.

(k) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 8.03 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all its corporate trust business and assets, and any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, ipso facto, shall be and become successor Trustee hereunder and vested with all the trusts, power, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor Trustee shall be a trust company or bank in good standing having trust powers.

Section 8.04 Resignation by Trustee; Removal. The Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and to each Bondholder, but such resignation shall not take effect until the appointment of a successor Trustee, acceptance by the successor Trustee of such trusts and assignment to such successor Trustee of the rights of the predecessor Trustee under this Indenture. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee by a Majority of the Bondholders, but such removal shall not take effect until the appointment of a successor Trustee and acceptance by the successor Trustee of such trusts. The Trustee may also be removed at any time for any breach of trust, or for acting or proceeding in violation of, or for failing to act or proceeding in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the holders of not less than 25% in aggregate principal amount of the Bonds, excluding any Bonds held by or for the account of the City. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer and by mailing notice thereof to the Bondholders at their addresses shown on the registration books kept by the Trustee. Any removal of the Trustee shall take effect upon the appointment of a successor Trustee.

Section 8.05 Appointment of Successor Trustee. If the Trustee hereunder shall resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. If the City does not appoint a successor Trustee within 30 days of the Trustee providing notice of its resignation, the Trustee may petition a court of competent jurisdiction to appoint a successor Trustee. At any time within one year after any such vacancy shall have occurred and provided a court has not appointed a successor Trustee as provided above, a Majority of the Bondholders may appoint a successor Trustee by an instrument or concurrent instruments in writing signed by or on behalf of such holders, which appointment shall supersede any Trustee theretofore appointed by the City. Each successor Trustee shall be a trust company or bank having the powers of a trust company which is in good standing and has a reported capital, surplus and undivided profits of not less than $100,000,000.

Any such successor Trustee shall become Trustee upon giving notice to the City and the Bondholders of its acceptance of the appointment, vested with all the property, rights and powers of the Trustee hereunder, without any further act or conveyance. Any predecessor Trustee shall execute, deliver and record and file such instruments as the Trustee may reasonably require to confirm or perfect any such succession.

Section 8.06 Fees and Expenses of Trustee. The City shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture or any Supplemental Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Indenture or any Supplemental Indenture. The City further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or willful misconduct. The City acknowledges that the compensation, fees, expenses and indemnification costs payable to the Trustee as provided in this Section are a general obligation of the City, payable from any amounts legally available to the City therefor.

Section 8.07 Dealing in Bonds. The Trustee and any of its directors, officers, employees or agents may become the owners of any or all of the Bonds secured hereby with the same rights as if such owner were not the Trustee or an affiliate of the Trustee.

Section 8.08 Trustee as Bond Registrar; List of Bondholders. The Trustee is hereby designated as Registrar for the Bonds and, as such, will keep on file a list of names and addresses of the holders of all Bonds; provided, however, that the Trustee shall be under no responsibility with regard to the accuracy of the address of any Bondholder. At reasonable times and under reasonable regulations established by the Trustee, such list may be inspected and copies by the City or by owners (or a designated representative thereof) of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 8.09 Successor Trustee as Custodian of Funds; Bond Registrar and Paying Agent. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be custodian of any funds it may hold pursuant to this Indenture, and to cease to be the Registrar and paying agent for any of the Bonds, and the successor Trustee shall become such custodian, Registrar and paying agent.

Section 8.10 Adoption of Authentication. In case any Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of the predecessor Trustee and deliver the Bonds as so authenticated.

Section 8.11 Designation and Succession of Paying Agents. After 15 days' written notice to the City and subject to the City's approval (which shall not unreasonably be withheld or delayed), the Trustee may designate any other banks or trust companies as paying agent. Any bank or trust company with or into which any paying agent other than the Trustee may be merged or consolidated, or to which the assets and business of such paying agent may be sold, shall be deemed the successor to such paying agent for the purposes of this Indenture. If the position of such paying agent shall become vacant for any reason, the Trustee shall, within 30

days thereafter, appoint a bank or trust company located in the same state as such paying agent to fill such vacancy, subject to the City's approval (which shall not unreasonably be withheld or delayed). The paying agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 8.02 with respect to the Trustee, insofar as such provisions may be applicable.

Section 8.12 Trust Estate May be Vested in Co-Trustees. It is the purpose hereof that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the occurrence of an Event of Default, it may be necessary that the Trustee appoint an additional institution as a separate Trustee or Co-Trustee. The following provisions of this Section 8.12 are adapted to these ends.

Upon the incapacity or lack of authority of the Trustee, by reason of any present or future Law of any jurisdiction, to exercise any of the rights, powers and trusts herein granted to the Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed herein or intended to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in a separate Trustee or Co-Trustee appointed by the Trustee with the written approval of an Authorized Officer of the City, but only to the extent necessary to enable the separate Trustee or Co-Trustee to exercise such rights, powers and trusts, and every agreement and obligation necessary to the exercise thereof by such separate Trustee or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the City be required by the separate Trustee or Co-Trustee so appointed by the Trustee in order to more fully and certainly vest in and confirm to him or it such properties, rights, powers, trusts, duties obligations, any and all such deeds, conveyances and instruments shall, on request, be executed, acknowledged and delivered by the City. In case any separate Trustee or Co-Trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by Law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate Trustee or Co-Trustee. Any separate Trustee or Co-Trustee appointed pursuant to this Section 8.12 shall be a trust company or bank in good standing having trust powers and having a reported capital, surplus and individual profits of not less than $50,000,000.

Section 8.13 Trustee to Retain Information; No Responsibility. So long as any of the Bonds shall be outstanding, the Trustee shall retain all certificates and all other written information furnished to it by or on behalf of the City or any other Person under this Indenture and shall make such documentation available for review after reasonable notice during regular business hours at the principal corporate trust office of the Trustee to the City and any Bondholder and, so long as the Bonds are held by the DTC or other Securities Depository or its nominee, any Beneficial Owner of Bonds presenting evidence of such ownership reasonably satisfactory to the Trustee. The Trustee shall permit such reviewers to take copies of all or any part of such documentation, subject to their payment of such reasonable copying and handling charges as the Trustee may impose. Unless otherwise expressly provided, the Trustee shall not have any responsibility with respect to any such reports, notices, certificates, financial statements

and other written information furnished to it hereunder, except to make them available for inspection, at reasonable times, as provided above.

Section 8.14 Certain Notices to Rating Agencies and Bondholders. The Trustee or the City shall give or cause to be given to each Rating Agency then rating the Bonds or any Series thereof notice of (i) any optional redemption, mandatory redemption, defeasance or acceleration of Bonds or (ii) the occurrence of any Event of Default under this Indenture. The City may elect, in its sole discretion, to have the Bonds or any Series thereof, rated by any or all of the Rating Agencies. A copy of any notices provided by the Trustee hereunder shall be delivered contemporaneously to the City.

Section 8.15 Reports by Trustee. The Trustee shall prepare monthly reports by the 10th day of each month (or as soon thereafter as practicable) showing the Customer Facility Charges and Facility Rent (if any) received from each of the RACs for deposit into the CFC Revenue Fund during the prior calendar month, together with the total of such amounts. Such report shall be sent to the City and made available to each RAC upon their request.

ARTICLE 9
SUPPLEMENTAL INDENTURES AND WAIVERS

Section 9.01 Supplemental Indentures Not Requiring Consent of Bondholders. The parties to this Indenture (provided that the Continuing Disclosure Undertaking shall not be subject to this Section 9.01 but instead shall be amended in accordance with its terms) may without the consent of, or notice to, any of the Bondholders enter into indentures of trust supplemental to this Indenture and financing statements or other instruments evidencing the existence of a lien as shall not, in their opinion, be inconsistent with the terms and provisions hereof or thereof for any one or more of the following purposes:

(a) To cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject to the lien and pledge of this Indenture additional revenues or collateral;

(d) To evidence any succession to the City and the assumption by such successor of the agreements of the City contained in this Indenture and the Bonds;

(e) To the extent required by law, to permit registration of the Bonds under the Securities Act, the Trust Indenture Act, or any applicable state securities law, and to permit qualification of this Indenture under the Trust Indenture Act;

(f) To revise the provisions of Section 5.12 hereof or any other provision of this Indenture or any related document or certificate relating to rebate of arbitrage profits to the United States, provided the Trustee shall have received an opinion of Bond

Counsel that such revision does not adversely affect the exclusion from gross income of interest on the Tax-Exempt Bonds for federal income tax purposes;

(g) To effect any other change herein or therein which, in the judgment of the Trustee, is not to the prejudice of the holders of the Bonds;

(h) To provide for the issuance of Additional Bonds or Subordinate Bonds, including without limitation to provide for the establishment of additional Accounts in the various Funds as necessary to reflect the parity or subordinate status of such Additional Bonds or Subordinate Bonds; and

(i) To modify the definition of Qualified Investments in Exhibit D hereof as directed by the City, provided that the City shall have provided evidence to the Trustee that the details of such modification have been provided in writing to each Rating Agency then assigning a rating to an Outstanding Bond and that each such Rating Agency has either (i) confirmed in writing that such modification will not adversely affect such ratings or (ii) issued a rating on a Series of Bonds to be issued which is not lower than the rating assigned by such Rating Agency to Outstanding Bonds prior to such modification, or any other evidence satisfactory to the Trustee that modification will not adversely affect the then current ratings, if any, assigned to the Bonds by any Rating Agency.

Section 9.02 Supplemental Indenture Requiring Consent of Bondholders. In addition to Supplemental Indentures permitted by Section 9.01, a Majority of the Bondholders shall have the right, from time to time, to consent to and approve the execution by the parties to this Indenture or other indentures of trust supplemental hereto or thereto for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture of trust; provided, however, that nothing in this Section 9.02 shall permit (i) an extension of the stated maturity of the principal of or the interest on any Bond without the consent of the holder of such Bond; (ii) a reduction in the principal amount of any Bond, the rate of interest thereon or the premium, if applicable, to be paid upon the redemption thereof prior to maturity without the consent of the holder of such Bond; (iii) an extension of the date for making any scheduled mandatory redemption under Section 4.01(b) or in any Supplemental Indenture without the consent of all of the Bondholders of the affected Series; (iv) the establishment of a privilege or priority of any Bond or Bonds over any other Bond or Bonds (other than Subordinate Bonds) without the consent of all the Bondholders; (v) a reduction in the percentage of the aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture of trust without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken; (vi) a release of collateral granted under this Indenture without the consent of all of the Bondholders, except as expressly provided herein or therein; or (vii) a modification of the rights, duties or immunities of the City or the Trustee without the written consent of the affected party.

If at any time the City shall request the Trustee to enter into any supplemental indenture of trust pursuant to this Section 9.02, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution to be made in the manner

required for redemption of principal of Bonds pursuant to Section 4.04; provided, however, that failure to give such notice, or any defect therein, shall not affect the validity of the proceedings.

Such notice shall briefly set forth the nature of the proposed supplemental indenture of trust and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. Except as otherwise provided in this Section 9.02, if, within 60 days or such longer period (not to exceed two years) as shall be prescribed by the City following the final mailing of such notice, not less than a Majority of the Bondholders at the time of the execution of any such supplemental indenture of trust shall have consented to and approved the execution thereof, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture of trust as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

For the purposes of Article 9 of this Indenture, the purchasers of the Bonds of a Series, whether purchasing as underwriters, for resale or otherwise, upon such purchase, may approve a supplemental indenture and may consent to a modification or amendment of this Indenture or any supplemental indenture and other modifications permitted by this Section 9.02 or by Section 9.05 in the manner provided in this Indenture, except that no proof of ownership shall be required, and with the same effect as a consent given by the holder of such Bonds; provided, however, that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the primary offering of the Bonds of such Series by the City.

Section 9.03 Amendments to RAC Agreements. The provisions of Section 9.02 providing for Bondholder consent to certain Supplemental Indentures shall also apply to the modification provisions of the RAC Agreements and to the definitions of terms used therein as so used in a manner that could materially, adversely affect the Bondholders, but shall not apply to any other provisions of the RAC Agreements, including without limitation the Unassigned Rights; and with respect to the modification or waiver of such other provisions of the RAC Agreements, the consent of the Bondholders shall not be required.

Section 9.04 Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any Counsel approved by it, who may be Counsel for the City, as conclusive evidence that a proposed supplemental indenture of trust complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture of trust.

Section 9.05 Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the City, the Trustee and the holders of the Bonds, and the terms and provisions of the Bonds and this Indenture, or any supplemental indenture of trust may be modified or altered in any respect with the consent of the

City, the Trustee and the holders of all of the Bonds then outstanding (provided that the consent of such holders complies with the last paragraph of Section 9.02, if applicable).

ARTICLE 10
MISCELLANEOUS

Section 10.01 Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by an agent appointed in writing.

Section 10.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or implied in or inferred from this Indenture or the Bonds shall give to any Person other than the parties hereto and the holders of the Bonds any right or remedy with respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and the holders of the Bonds as herein provided.

Section 10.03 Severability. In the event that any provision of this Indenture shall be held to be invalid in any circumstance, such invalidity shall not affect any other provision or circumstance.

Section 10.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and, except (i) as provided in Section 5.12 regarding certificates or other materials to be provided to the City or (ii) notices to be given to the Trustee, and (iii) as provided in Section 8.02(d), shall be deemed to be delivered if in writing or in the form of a facsimile addressed to the appropriate Notice Address and if either (a) actually delivered at said address or (b) in the case of a letter, three Business Days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified or (c) in the case of delivery to the Trustee, notice will be deemed given when actually received. A copy of each notice, certificate or other communication given by any party hereto shall also be given to the other party hereto and the manner provided for in this Section 10.04.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception

and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 10.05 Payments Due on Saturdays, Sundays and Holidays. In any case where a Payment Date is not a Business Day, then payment of interest or principal and any premium due on such day need not be made by the Trustee on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Payment Date.

Section 10.06 Extent of City Covenants; No Personal Liability. No covenant, stipulation, obligation or agreement of the City contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, employee or agent of the City in his or her individual capacity; and no such person (including any such person executing the Bonds) shall be liable personally on the Bonds or be subject to any personal liability by reason of their issuance. No recourse shall be had by the Trustee or any Bondholder for any claim based on this Indenture or any Bond against any officer, employee or agent of the City alleging personal liability on the part of such person.

Section 10.07 Bonds Owned by City. In determining whether holders of the requisite aggregate principal amount of the Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned by the City shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding if the pledge establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledge is not the City. In case of a dispute as to such right, any decision by the Trustee taken in good faith upon the advice of counsel shall be full protection to the Trustee in accordance with its standards of performance hereunder.

Section 10.08 Caption; Index. The captions, headings and index in this Indenture are for convenience only and in no way define or describe the scope or content of any provision of this Indenture.

Section 10.09 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Indenture.

Section 10.10 Governing Law. The validity and interpretation of this Indenture and the Bonds shall be governed by the laws of the State.

Section 10.11 Agreements to Constitute Covenants. Words of agreement and promises shall also constitute covenants.

IN WITNESS WHEREOF, each of the City and the Trustee has caused this Indenture to be executed and delivered in its name and behalf by its authorized officer, as of the date first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

[SEAL]

By: _____
City Clerk

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

Exhibit A
Form of Series 2013 Bond

No. R[A][B] -
CUSIP: _____ $_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CHICAGO O'HARE INTERNATIONAL AIRPORT
CUSTOMER FACILITY CHARGE REVENUE BOND,
[SERIES 2013A][TAXABLE SERIES 2013B]

REGISTERED OWNER:	CEDE & CO.
PRINCIPAL AMOUNT:	_____ DOLLARS ($_____)
MATURITY DATE:	JANUARY 1, _____
INTEREST RATE:	_____ PERCENT (_____%)
BOND DATE:	_____, 2013

THIS [SERIES 2013A][TAXABLE SERIES 2013B] BOND IS A LIMITED OBLIGATION OF THE CITY AND SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY OR A LOAN OF CREDIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS [SERIES 2013A][TAXABLE SERIES 2013B] BOND, OR THE INTEREST OR ANY PREMIUM THEREON, OR OTHER COSTS INCIDENT THERETO. THIS [SERIES 2013A][TAXABLE SERIES 2013B] BOND IS PAYABLE SOLELY FROM THE PLEDGED RECEIPTS REFERRED TO HEREIN AND THE FUNDS AND ACCOUNTS SPECIFICALLY PLEDGED UNDER THE INDENTURE OF TRUST REFERRED TO HEREIN, AND NO OWNER OR OWNERS OF THIS [SERIES 2013A][TAXABLE SERIES 2013B] BOND SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF.

1. Payment Provisions. The City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the "State"), for value received, promises to pay to the Registered Owner of this [Series 2013A][Taxable Series 2013B] Bond, or registered assigns or legal representatives (but only from the limited sources and in the manner herein described), the Principal Amount on the Maturity Date unless redeemed prior thereto as hereinafter provided, and to pay interest on the unpaid Principal Amount of this [Series 2013A][Taxable Series 2013B] Bond outstanding from time to time from the Bond Date at the Interest Rate set forth above, payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing _____.

The final payment of principal, premium, if any, and interest with respect to this [Series 2013A][Taxable Series 2013B] Bond shall be payment in immediately available funds at the principal corporate trust office of the Trustee (hereinafter defined) upon surrender of this [Series 2013A][Taxable Series 2013B] Bond, and other payments shall be payable by check or draft mailed by the Trustee to the Registered Owner at its address appearing on the bond register kept by the Trustee as of the close of business on the Record Date, which when used herein shall mean the fifteenth day of the month immediately preceding the month in which an Interest Payment Date occurs; provided, however, that if the holder of this [Series 2013A][Taxable Series 2013B] Bond or group of which such holder is a part holds [Series 2013A][Taxable Series 2013B] Bonds aggregating $1,000,000 or more in outstanding principal amount and gives written notice thereof to the Trustee accompanied by sufficient wire transfer instructions, then payments of interest with respect to this [Series 2013A][Taxable Series 2013B] Bond shall be payable by wire transfer of immediately available funds. As used herein, "Business Day" means any day other than a Saturday, Sunday or legal holiday or the equivalent (other than a moratorium) on which banking institutions generally in any of the City of Chicago, Illinois or New York, New York are authorized or required by law or executive order to close.

Principal of and premium, if any, and interest on this [Series 2013A][Taxable Series 2013B] Bond are payable in lawful money of the United States of America.

2. Interest. This [Series 2013A][Taxable Series 2013B] Bond shall bear interest from and including the Bond Date until payment of the principal hereof shall have been made or provided for in accordance with the provisions hereof and of the Indenture (hereinafter defined) whether at maturity, upon redemption or otherwise. This [Series 2013A][Taxable Series 2013B] Bond will bear interest at the Interest Rate computed on the basis of a 360-day year, consisting of twelve 30-day months.

3. Description of Bond Issue. This [Series 2013A][Taxable Series 2013B] is one of an issue of $_____ Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds, [Series 2013A][Taxable Series 2013B] (the "[Series 2013A][Taxable Series 2013B] Bonds") issued under an Indenture of Trust dated as of [Date of Indenture] (as from time to time in effect, the "Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee (with its successors and, where the context so requires, any separate Trustee or Co-Trustee appointed by the Trustee pursuant to the provisions of the Indenture, the "Trustee"). The City also has issued its $_____ Chicago O'Hare International Airport Customer Facility Charge Revenue Bonds, [Series 2013A][Taxable Series 2013B] (the "[Series 2013A][Taxable Series 2013B] Bonds") together with the [Series 2013A][Taxable Series 2013B] Bonds, the "Series 2013 Bonds"). The proceeds of the Series 2013 Bonds will be applied to finance the design and construction of a new consolidated rental car facility (the "CRCF"), extension of the existing airport transit system to provide transportation between such consolidated rental car facility and airport passenger terminals, and related facilities at Chicago O'Hare International Airport (the "Project"), which are being leased by the City to the rent-a-car businesses ("RACs") serving Airport Customers (as defined in the Indenture) that lease space within the CRCF upon its completion, pursuant to a Consolidated Rental Car Facility Lease and License Concession Agreement dated as of _____, 2013, as the same may be duly supplemented, modified or amended from time to time (each, a "RAC Agreement" and, collectively, the "RAC Agreements"). The Series 2013 Bonds are issued pursuant to and in full

compliance with the laws of the State, and the issuance of the Series 2013 Bonds and the execution and delivery of the Indenture have been duly authorized by the City.

The right of the City under the RAC Agreements to receive CFCs and Facility Rent (as each are defined in the Indenture), certain insurance and condemnation proceeds, and certain funds and accounts established under the Indenture (collectively, the "Pledged Receipts") have been pledged by the City to the Trustee to secure the Series 2013 Bonds. The Series 2013 Bonds and such Additional Bonds (as defined in the Indenture) as may from time to time be issued under the Indenture are to be equally and ratably secured and entitled to the protection given by the Pledged Receipts and the Indenture. The City may also, pursuant to the Indenture, issue Subordinate Bonds, the principal of and interest on which shall be payable from the Pledged Receipts on a subordinate basis to the [Series 2013A][Taxable Series 2013B] Bonds. Reference is hereby made to such documents for a description of the nature and the extent of the security for the Series 2013 Bonds, the rights, duties and obligations and immunities of the City, the Trustee and the Registered Owners and the terms upon which the Series 2013 Bonds and such Additional Bonds or Subordinate Bonds are or may be issued and secured.

4. Exchange and Transfer; Book-Entry System. Upon surrender of this [Series 2013A][Taxable Series 2013B] Bond at the principal corporate trust office of the Trustee, as bond registrar, together with an assignment duly executed by the Registered Owner or its attorney or legal representative in such form and with such guaranty of signature as shall be satisfactory to the Trustee, this [Series 2013A][Taxable Series 2013B] Bond may be exchanged for fully registered [Series 2013A][Taxable Series 2013B] Bonds aggregating in amount the then unpaid principal amount of the [Series 2013A][Taxable Series 2013B] Bond so surrendered, in denominations of not less than $5,000 or any integral multiple thereof.

This [Series 2013A][Taxable Series 2013B] Bond may be transferred upon the books kept for the registration and transfer of [Series 2013A][Taxable Series 2013B] Bonds upon its surrender to the Trustee, as bond registrar, together with an assignment duly executed by the Registered Owner or its attorney or legal representative in such form and with such guaranty of signature as shall be satisfactory to the Trustee; provided, that the Trustee should not be obliged to make any exchange or transfer of a [Series 2013A][Taxable Series 2013B] Bond during the period between a Record Date and the corresponding Interest Payment Date.

BY ACCEPTANCE OF THIS [SERIES 2013A][TAXABLE SERIES 2013B] BOND, THE REGISTERED OWNER AGREES THAT IT WILL NOT TRANSFER OR GRANT PARTICIPATIONS IN SUCH [SERIES 2013A][TAXABLE SERIES 2013B] BOND IN DENOMINATIONS OF LESS THAN $5,000.

The foregoing provisions of this Section 4 to the contrary notwithstanding, the [Series 2013A][Taxable Series 2013B] Bonds will be issued initially as fully registered bonds in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as Registered Owner of the [Series 2013A][Taxable Series 2013B] Bonds, and deposited in the custody of DTC. One fully registered [Series 2013A][Taxable Series 2013B] Bond of each maturity will be registered to Cede & Co. Beneficial Owners of the [Series 2013A][Taxable Series 2013B] Bonds will not receive physical delivery of the [Series 2013A][Taxable Series 2013B] Bonds. Individual purchases of the [Series 2013A][Taxable Series 2013B] Bonds may be made in book-entry form only in principal amounts of $5,000 or

any integral multiple thereof. Principal and interest payments on the [Series 2013A][Taxable Series 2013B] Bonds will be made to DTC or its nominee as Registered Owner of the [Series 2013A][Taxable Series 2013B] Bonds.

DTC shall pay through its Participants interest to the Beneficial Owners of record of the [Series 2013A][Taxable Series 2013B] Bonds as of the close of business on the Record Date. DTC shall pay the principal and redemption price of the [Series 2013A][Taxable Series 2013B] Bonds called for redemption to the Beneficial Owners of record of the [Series 2013A][Taxable Series 2013B] Bonds through its participants in accordance with its customary procedures.

Transfer of ownership interests in [Series 2013A][Taxable Series 2013B] Bonds shall be made by DTC and its Participants, acting as nominees of the Beneficial Owners of the [Series 2013A][Taxable Series 2013B] Bonds, in accordance with rules specified by DTC and its Participants. There can be no assurance that DTC, its Participants or other nominees of the Beneficial Owners of the [Series 2013A][Taxable Series 2013B] Bonds will act in accordance with such rules or on a timely basis.

Bond certificates will be issued directly to owners of the [Series 2013A][Taxable Series 2013B] Bonds other than DTC, or its nominee, upon the occurrence of certain events specified in Section 3.07 of the Indenture.

5. Redemption of [Series 2013A][Taxable Series 2013B] Bonds. The [Series 2013A][Taxable Series 2013B] Bonds are subject to redemption prior to stated maturity as follows:

(a) Optional Redemption. [Series 2013A][Taxable Series 2013B] Bonds [maturing January 1, ____, ____, and ____ (the "Par Call Bonds")] shall be subject to redemption on and after July 1, _____ by the City, in whole on any date or in part on any date, in the amount of $5,000 or an integral multiple thereof, at the following redemption price (expressed as a percentage of the principal amount of the [Series 2013A][Taxable Series 2013B] Bonds, or portion thereof, to be redeemed), plus accrued interest to the redemption date:

Redemption Period (both dates inclusive)	Redemption Price
January 1, _____ through December 31, _____	___%
January 1, _____ and thereafter	100%

[The Taxable Series 2013B Bonds maturing January 1, ____, ____ and ____ are subject to optional redemption by the City, in whole or in part, on any Business Day, at the Make-Whole Redemption Price, plus accrued and unpaid interest on the Taxable Series 2013B Bonds to be redeemed on the date fixed for redemption. The City shall provide, or cause to be provided, the amount of the Make-Whole Redemption Price to the Trustee.

[The "Make Whole Redemption Price" is the greater of (x) 100% of the principal amount of the Taxable Series 2013B Bonds to be redeemed and (y) the sum of the present value of the remaining scheduled payments of principal of and interest on the Taxable Series 2013B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Taxable Series 2013B Bonds are to be redeemed, discounted to the date on which the Taxable Series 2013B Bonds are to be redeemed on a semi-annual basis, assuming a 360 day year consisting of twelve 30-day months, at the Treasury Rate (defined below), plus ____ basis points.

["Treasury Rate" means, with respect to any redemption date for a particular Taxable Series 2013B Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semi-annual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

["Comparable Treasury Issue" means, with respect to any redemption date for a particular Taxable Series 2013B Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Taxable Series 2013B Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Taxable Series 2013B Bond to be redeemed.

["Comparable Treasury Price" means, with respect to any redemption date for a particular Taxable Series 2013B Bond:

(A) the most recent yield data for the applicable U.S. Treasury maturity index from the Federal Reserve Statistical Release H.15 Daily Update (or any comparable successor publication) reported, as of 11:00 a.m. New York City time, on the Valuation Date; or

(B) if the yield described in (A) above is not reported as of such time or the yield reported as of such time is not ascertainable, the average of four Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all quotations obtained by the Designated Investment Banker.

["Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the City.

["Reference Treasury Dealer" means each of not less than four firms, specified by the City from time to time, that are primary United States Government securities dealers in the City of New York (each, a "Primary Treasury Dealer"); provided, that if any of them ceases to be a Primary Treasury Dealer, the City will substitute another Primary Treasury Dealer.

["Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Taxable Series 2013B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the Valuation Date.

["Valuation Date" means the third Business Day preceding the redemption date.]

(b) Mandatory Sinking Fund Redemption. The [Series 2013A][Taxable Series 2013B] Bonds maturing on January 1, 20___ shall be subject to mandatory redemption in part at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the redemption date, without premium, on January 1 in each year, commencing January 1, 20___, in the amounts provided in Exhibit B to the Indenture, as the same may be adjusted from time to time on account of an optional or extraordinary mandatory partial redemption of [Series 2013A][Taxable Series 2013B] Bonds as provided in the last paragraph of Section 4.01(b) of the Indenture.

(c) Selection of [Series 2013A][Taxable Series 2013B] Bonds to be Redeemed; Procedure for Redemption.

[Series 2013A Bonds. In the case of any redemption in part of the Series 2013A Bonds, the maturities (or sinking fund maturities within a term bond) of such Series 2013A Bonds to be optionally redeemed shall be selected by the City. If less than all the Series 2013A Bonds of a particular maturity (or sinking fund maturity within a term bond) shall be called by the City for redemption, the particular Series 2013A Bonds of such maturity (or sinking fund maturity) to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however (a) that the portion of any Series 2013A Bond to be redeemed shall be in the principal amount of the Authorized Denomination applicable to the Series 2013A Bonds or any multiple thereof, (b) that, in selecting Series 2013A Bonds for redemption, the Trustee shall treat each Series 2013A Bond as representing that number of Series 2013A Bonds that is obtained by dividing the principal amount of such Series 2013A Bond by the Authorized Denomination applicable to the Series 2013A Bonds, and (c) that, to the extent practicable, the Trustee will not select any Series 2013A Bond for partial redemption if the amount of such Series 2013A Bond remaining Outstanding would be reduced by such partial redemption to less than the Authorized Denomination applicable to the Series 2013A Bonds. Notwithstanding the foregoing, for so long as the Series 2013A Bonds are registered in book-entry only form, if less than all of the Series 2013A Bonds of a particular maturity are called for prior redemption, such Bonds will be selected for redemption, in accordance with DTC procedures, by lot.]

[Taxable Series 2013B Bonds. In the event of a partial optional redemption of Taxable Series 2013B Bonds, the Trustee shall allocate the principal amount of the Taxable Series 2013B Bonds to be redeemed as nearly as feasible pro rata among the maturities of the Taxable Series 2013B Bonds and mandatory sinking fund redemptions (including the final payment) so as to change as little as possible the remaining weighted average life of the Outstanding Taxable Series 2013B Bonds.

[If the Taxable Series 2013B Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the Taxable Series 2013B Bonds, if less than all of the Taxable Series 2013B Bonds, other than the Par Call Bonds (if any), of a maturity are called for prior redemption, the particular Series 2013B Bonds or portions thereof to be redeemed shall be selected on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as such Taxable Series 2013B Bonds are held in book-entry form, the selection for redemption of such Taxable Series 2013B Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, such Taxable Series 2013B Bonds will be selected for redemption, in accordance with DTC procedures, by lot. If the Taxable Series 2013B Bonds are not registered in book-entry only form, any redemption of less than all of a maturity of the Taxable Series 2013B Bonds (other than the Par Call Bonds, if any) shall be allocated among the registered owners of such Taxable Series 2013B Bonds on a pro-rata basis.

[If less than all of the Par Call Bonds are called for prior redemption, such Par Call Bonds will be selected for redemption, in accordance with DTC procedures, or, if the Par Call Bonds are not registered in book-entry only form, by the Trustee, in each case by lot.]

If there shall be called for redemption less than all of a [Series 2013A][Taxable Series 2013B] Bond, the City shall execute and deliver and the Trustee shall authenticate, upon surrender of such [Series 2013A][Taxable Series 2013B] Bond, and at the expense of the City and without charge to the owner thereof, a replacement Bond in the principal amount of the unredeemed balance of the [Series 2013A][Taxable Series 2013B] Bond so surrendered.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date referred to in subsection (b) above, the City may deliver to the Trustee for cancellation [Series 2013A][Taxable Series 2013B] Bonds in any aggregate principal amount which have been purchased by the City in the open market. Each [Series 2013A][Taxable Series 2013B] Bond so delivered shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund redemption requirement referred to in said subsection (b) on such mandatory sinking fund redemption date and any excess of such amount shall be credited against future mandatory sinking fund redemption requirements in chronological order.

In the event any of the [Series 2013A][Taxable Series 2013B] Bonds are called for redemption, the Trustee shall give notice, in the name of the City, of the redemption of such [Series 2013A][Taxable Series 2013B] Bonds, which notice shall (i) specify the [Series 2013A][Taxable Series 2013B] Bond to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable and, if less than all of the [Series 2013A][Taxable Series 2013B] Bonds are to be redeemed, the numbers of the [Series 2013A][Taxable Series 2013B] Bonds, and the portions of the [Series 2013A][Taxable Series 2013B] Bonds, to so be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the [Series 2013A][Taxable Series 2013B] Bonds to be redeemed shall cease to bear interest. CUSIP number identification shall accompany all redemption notices. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by

mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to each Registered Owner of [Series 2013A][Taxable Series 2013B] Bonds to be redeemed at its address shown on the registration books kept by the Trustee; provided, however, that failure to give such notice to any Registered Owner or any defect in such notice shall not affect the validity of the proceedings for the redemption of any of the other [Series 2013A][Taxable Series 2013B] Bonds. The Trustee shall send a second notice of redemption by certified mail return receipt requested to any registered holder who has not submitted [Series 2013A][Taxable Series 2013B] Bonds called for redemption 30 days after the redemption date, provided, however, that the failure to give any second notice by mailing, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of any of the [Series 2013A][Taxable Series 2013B] Bonds and the Trustee shall not be liable for any failure by the Trustee to send any second notice.

Any [Series 2013A][Taxable Series 2013B] Bonds and portions of [Series 2013A][Taxable Series 2013B] Bonds which have been duly selected for redemption and which are paid in accordance with Section 5.15 of the Indenture shall cease to bear interest on the specified redemption date.

6. Additional Provisions. The Registered Owner shall have no right to enforce the provisions of the Indenture or to institute or appear in proceedings with respect to the Indenture or its enforcement except as provided in the Indenture. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only as provided by the Indenture.

Reference is hereby made to the Indenture, which is on file and may be inspected during regular business hours at the principal corporate trust office of the Trustee, for a description of the security for the [Series 2013A][Taxable Series 2013B] Bonds and for the provisions thereof with respect to the rights, limitations of rights, duties, obligations and immunities of the City, the Trustee and the Registered Owner hereof. All capitalized terms used herein and not herein defined are used with the meanings specified for such terms in the Indenture.

This [Series 2013A][Taxable Series 2013B] Bond shall not constitute the personal obligation, either jointly or severally, of any officer, employee or agent of the City.

This [Series 2013A][Taxable Series 2013B] Bond shall not be valid or entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this [Series 2013A][Taxable Series 2013B] Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By:.

Mayor

[SEAL] Attest:

By._____
City Clerk

[DTC LEGEND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation *("DTC)*, to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede Co., has an interest herein.

CERTIFICATE OF AUTHENTICATION

This [Series 2013A][Taxable Series 2013B] Bond is one of the [Series 2013A][Taxable Series 2013B] Bonds described in the aforementioned Indenture.

The Bank of New York Mellon Trust Company, N.A., as Trustee

By: _____

Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns, and transfers unto _____

(please print or typewrite name and address including zip code of transferee)

_____

(please insert Social Security or other identifying number of assignee)

_____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guarantee:

_____

Bank, Trust Company or Brokerage Firm

By: _____

Authorized Signature

Exhibit B
Details of the Series 2013 Bonds

A. Aggregate Principal Amount of the Series 2013A Bonds: $_____.

B. Aggregate Principal Amount of the Taxable Series 2013B Bonds: $_____.

C. Dated date of the Series 2013A Bonds: _____ __, 2013.

D. Dated date of the Taxable Series 2013B Bonds: _____ __, 2013.

E. Series 2013A Bonds: Maturity Dates and Interest Rate or Yield:

F. Taxable Series 2013B Bonds: Maturity Dates and Interest Rate or Yield:

G. Optional Redemption provisions of Series 2013A Bonds:

The Series 2013A Bonds shall be subject to redemption prior to stated maturity on and after January 1, 20__ by the City, upon not less than 35 days written notice to the Trustee in whole or in part on any date in the amount of $5,000 or any integral multiple thereof, at the following redemption price (expressed as a percentage of the principal amount of the Series 2013A Bonds, or portion thereof, to be redeemed), plus accrued interest to the redemption date:

Redemption Period (both dates inclusive)	Redemption Price
January 1, 20____ through December 31, 20____	___%
January 1, 20____ and thereafter	100%

H. Optional Redemption provisions of Taxable Series 2013B Bonds:

(i) The Taxable Series 2013B Bonds maturing on January 1, ____, ____ and ____ (the "***Par Call Bonds***") shall be subject to redemption prior to stated maturity on and after January 1, 20__ by the City, upon not less than 35 days written notice to the Trustee in whole or in part on any date in the amount of $5,000 or any integral multiple thereof, at the following redemption price (expressed as a percentage of the principal amount of the Taxable Series 2013B Bonds, or portion thereof, to be redeemed), plus accrued interest to the redemption date:

Redemption Period (both dates inclusive)	Redemption Price
January 1, 20____ through December 31, 20___	___%
January 1, 20____ and thereafter	100%

(ii) The Taxable Series 2013B Bonds maturing on January 1, ____, ____ and ____ are subject to optional redemption prior to stated maturity by the City, upon not less than 35 days written notice to the Trustee, in whole or in part, on any Business Day, at the Make-Whole Redemption Price, plus accrued and unpaid interest on the Taxable Series 2013B Bonds to be redeemed on the date fixed for redemption. The City shall provide, or cause to be provided, the amount of the Make-Whole Redemption Price to the Trustee.

The "Make Whole Redemption Price" is the greater of (x) 100% of the principal amount of the Taxable Series 2013B Bonds to be redeemed and (y) the sum of the present value of the remaining scheduled payments of principal of and interest on the Taxable Series 2013B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Taxable Series 2013B Bonds are to be redeemed, discounted to the date on which the Taxable Series 2013B Bonds are to be redeemed on a semi-annual basis, assuming a 360 day year consisting of twelve 30-day months, at the Treasury Rate (defined below), plus _____ basis points.

"Treasury Rate" means, with respect to any redemption date for a particular Taxable Series 2013B Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semi-annual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

"Comparable Treasury Issue" means, with respect to any redemption date for a particular Taxable Series 2013B Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Taxable Series 2013B Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Taxable Series 2013B Bond to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Taxable Series 2013B Bond:

(A) the most recent yield data for the applicable U.S. Treasury maturity index from the Federal Reserve Statistical Release H.15 Daily Update (or any comparable successor publication) reported, as of 11:00 a.m. New York City time, on the Valuation Date; or

(B) if the yield described in (A) above is not reported as of such time or the yield reported as of such time is not ascertainable, the average of four Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all quotations obtained by the Designated Investment Banker.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the City.

"Reference Treasury Dealer" means each of not less than four firms, specified by the City from time to time, that are primary United States Government securities dealers in the City of New York (each, a "Primary Treasury Dealer"); provided, that if any of them ceases to be a Primary Treasury Dealer, the City will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Taxable Series 2013B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the Valuation Date.

"Valuation Date" means the third Business Day preceding the redemption date.

I. Mandatory Sinking Fund Redemption of Series 2013A Bonds:

The Series 2013A Bonds maturing January 1, 20___ shall be redeemed in part on January 1 in each year listed below, commencing January 1, 20___, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, without premium, in the principal amount set forth below next to such year:

Year	Amount

leaving the principal amount of $_____ due and payable on the stated maturity date of January 1, 20___.

J. Mandatory Sinking Fund Redemption of Taxable Series 2013B Bonds:

The Taxable Series 2013B Bonds maturing January 1, 20___ shall be redeemed in part on January 1 in each year listed below, commencing January 1, 20___, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, without premium, in the principal amount set forth below next to such year:

Year	Amount

leaving the principal amount of $_____ due and payable on the stated maturity date of January 1, 20___.

K. Application of Proceeds of the Series 2013 Bonds:

Proceeds of the Series 2013A Bonds to be deposited to the Series 2013A Project Account: $_____ [, of which $_____ shall be applied to pay capitalized interest on the Series 2013A Bonds].

Proceeds of the Taxable Series 2013B Bonds to be deposited to the Taxable Series 2013B Project Account: $_____ [, of which $_____ shall be applied to pay capitalized interest on the Taxable Series 2013B Bonds].

Proceeds of the Series 2013A Bonds to be deposited to the Series 2013 Costs of Issuance Account: $_____.

Proceeds of the Taxable Series 2013B Bonds to be deposited to the Series 2013 Costs of Issuance Account: $_____.

Exhibit C
Form of Requisition Certificate

This Requisition is furnished pursuant to Section 5.02 of the Indenture of Trust (the "Indenture") dated as of [Date of Indenture], between the City of Chicago (the "City") and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"). Terms not defined herein shall have the meaning set forth in the Indenture.

1. Attached hereto is a Requisition Summary setting forth amounts to be paid, the name of the person, firm or corporation to whom payment is due and the purpose or general classification for which payout is to be made. Obligations in the stated amounts have been incurred by the City and each item specified on the Requisition Summary is a proper charge against the Project Fund and has not been the subject of a prior requisition from the Project Fund.

2. The portion of the work for which payments is being requisitioned has been satisfactorily performed in accordance with the construction agreement for the Project.

3. The obligations set forth on the Requisition Summary were incurred for Costs of the Project referred to in Section 5.02(c) of the Indenture. Such costs are proper expenditures from the Account of the Indenture identified in the Requisition Summary for payment thereof.

4. The undersigned has reviewed the provisions of the Tax Agreement and the payment of this Requisition will not result in any proceeds of the Series 2013A Bonds being expended in violation of the provisions of said Tax Agreement.

5. No obligation for which payment or reimbursement is sought was originally paid or incurred before _____, except to the extent that reimbursement of architectural, engineering and similar costs incurred prior to that date is permitted under Treasury Regulation Section 1.150-2(f)(n).

6. There has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations. [In the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, this Certificate shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.]

7. The disbursement requested hereby is to be paid $_____ from the Series 2013A Project Account and $_____ from the Taxable Series 2013B Project Account.

CITY OF CHICAGO

By:_____
Its

Date:_____

[Attach Requisition Summary]

Exhibit D
Qualified Investments

"Qualified Investments" means and include any of the following securities:

(a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America ("Federal Obligations");

(b) pre-refunded municipal obligations meeting the following conditions:

(i) the municipal obligations are not subject to redemption prior to maturity, or the trustee therefor has been given irrevocable instructions concerning their calling and redemption and the issuer thereof has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash and/or Federal Obligations, which Federal Obligations may be applied only to interest, principal and premium payments of such municipal obligations;

(iii) the principal of and interest on the Federal Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the municipal obligations;

(iv) the Federal Obligations serving as security for the municipal obligations are held by an escrow agent or trustee;

(v) the Federal Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the municipal obligations are rated in the highest rating category by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(c) deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including the Trustee, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(d) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated in one of the two highest rating categories by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(e) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, Fannie Mae, Student Loan Marketing Association, Federal Farm Credit Bureau, Federal Home Loan Mortgage Corporation, Federal Housing Administration, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(f) any repurchase agreements collateralized by securities described in clauses (a) or (e) above with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank, if such broker/dealer or bank or parent holding company providing a guaranty has an uninsured, unsecured and unguaranteed rating in one of the three highest rating categories by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise, provided;

(i) a specific written agreement governs the transaction;

(ii) the securities are held by a depository acting solely as agent for the Trustee, and such third party is (x) a Federal Reserve Bank, or (y) a bank which is a member of the Federal Deposit Insurance Corporation and with combined capital, surplus and undivided profits of not less than $25,000,000, and the Trustee shall have received written confirmation from such third party that it holds such securities;

(iii) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 1 C.F.R 306.1 *et seq.* or 31 C.F.R 350.0 *et seq.* in such securities is created for the benefit of the Trustee;

(iv) the repurchase agreement has a term of one year or less, or the collateral securities will be valued no less frequently than monthly and will be liquidated if any deficiency in the required collateral percentage is not restored within two business days of such valuation;

(v) the repurchase agreement matures at least 10 days (or other appropriate liquidation period) prior to a Payment Date; and

(vi) the fair market value of the securities in relation to the amount of the repurchase obligations, including principal and interest, is equal to at least 100 percent;

(g) shares of an investment company, organized under the Investment Company Act of 1940, as amended, which invests its assets exclusively in obligations of the type described in clauses (a) to (e);

(h) investment agreements which represent the unconditional obligation of one or more banks, insurance companies or other financial institutions, or are guaranteed by a financial institution, in either case that has an unsecured rating, or which agreement is itself rated, as of the date of execution thereof, in one of the three highest rating categories by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

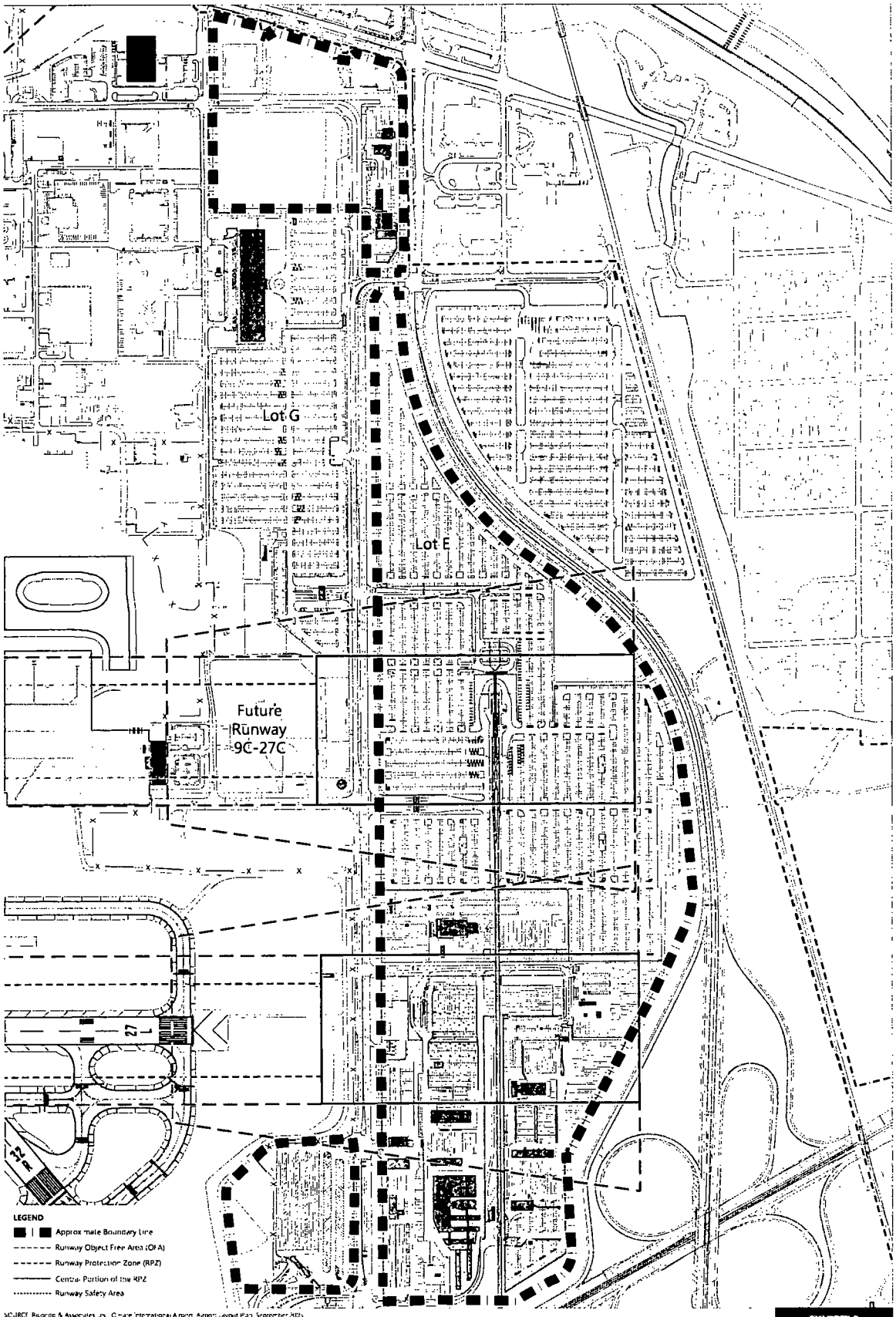
(i) long-term or medium-term corporate debt instruments issued or guaranteed by any corporation that is rated in the highest rating category by any two Rating Agencies without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) prime commercial paper of a United States corporation, finance company or banking institution rated in the highest short-term rating category by any two Rating Agencies maintaining a rating on such paper; and

(k) any other type of investment in which the City directs the Trustee in writing to invest, provided that there is delivered to the Trustee a certificate of an Authorized Officer of the City stating that each Rating Agency has been informed of the proposal to invest in such investment and each Rating Agency has confirmed that such investment will not adversely affect the rating then assigned by such Rating Agency to any Bonds.

EXHIBIT E

MAP RELATING TO LOCATIONS FOR STORAGE AND MAINTENANCE FACILITIES



SOURCE: Ricondo & Associates, Inc., O'Hare International Airport, Airport Layout Plan, September 2005
PREPARED BY: Ricondo & Associates, Inc., April 2013

EXHIBIT E

NORTH 0 500 ft

Approximate Boundary Line

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

The Bank of New York Mellon Trust Company, N.A.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:
The Bank of New York Mellon Corporation

OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 2 North LaSalle Street, Suite 1020

Chicago, Illinois 60602

C. Telephone: 312-827-8650 Fax: 312-827-8542 Email: Robert.Demos@bnymellon.com

D. Name of contact person: Robert Demos

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. (Include project number and location of property, if applicable):

O'Hare Customer Facility Charge Revenue Bonds and Related TIFIA Loan and other Financing Series 2013

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[X] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

National Banking Association

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

[X] Yes [] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.
NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.
NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

SEE ATTACHMENT A

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
The Bank of New York	One Wall Street	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:
SEE ATTACHMENT A-1

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 t`an $20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

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

[X] Yes [ ] No

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

[X] Yes [ ] No

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

[X] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

The Bank of New York Mellon Trust Company, N.A.
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Robert T. Demos
(Print or type name of person signing)

Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) April 5, 2013,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: _____.

OFFICIAL SEAL
DIANE MARY WUERTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/03/14

ATTACHMENT A

The Bank of New York Mellon Trust Company, N.A.

Directors as of 01 01 2013

Debra A. Baker
Alphonse J. Briand, Jr.
Lisa Y. Brown
Robert L. Griffin
Troy L. Kilpatrick
William D. Lindelof
Michael T. Long
Loretta A. Lundberg
Gary N. Nazare
Antonio I. Portuondo
Richard P. Stanley
Frank P. Sulzberger
Alex P. Tsarnas
Timothy J. Vara
Patrick Vatel

Senior Operating Officers as of 01 01 2013

Troy L. Kilpatrick	President
John A. Park	Executive Vice President & Comptroller
Cherisse Waligura	Chief Financial Officer
Fran Carlucci	Auditor

Attachment A-1

The Bank of New York Mellon Corporation (the "Corporation"), acting through its subsidiaries, The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., is trustee on thousands of bond transactions which are secured by mortgages on real property that are held in trust and registered in the name of The Bank of New York Mellon or The Bank of New York Mellon Trust Company, N.A., as trustee. The mortgages are serviced by third-party service providers who are required to provide the necessary administrative services related to the mortgages, such as paying property taxes and complying with local real estate ordinances. From time to time, the third-party service providers may fail to fulfill their obligations, resulting in fines and judgments. Such fines and judgments may be assessed and entered against The Bank of New York Mellon or The Bank of New York Mellon Trust Company, N.A. because, as trustee, it is the lien-holder or owner of record. The third-party service provider is obligated to pay such fines and remedy or pay such judgments.

In addition, like all major institutions, the Corporation and/or its subsidiaries are subject to various litigations and proceedings pursuant to which judgments, injunctions or liens may be issued. There have been no judgments, injunctions or liens arising out of such litigations or proceedings in the last five years that would materially impair the Corporation's or its subsidiaries ability to perform the services relating to the Matter. For a description of certain legal proceedings, please see the "Legal Proceedings" section in the Corporation's Form 10-Ks and 10-Qs, which are available on our website, http://www.bnymellon.com.

AFFIDAVIT

Robert Demos, a_Vice President with The Bank of New York Mellon Trust Company, N.A. (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof.

The Bank of New York Mellon Trust Company, N.A.
(Print or type name of Affiant)

By:

(Sign here)

Robert T Demos
(Print or type name of person signing)

Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) April 5, 2013, at

Cook County, Illinois (State).

Notary Public.

Commission expires: _____.

OFFICIAL SEAL
DIANE MARY WUERTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/03/14

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

The Bank of New York Mellon Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:
   The Bank of New York Mellon Trust Company, N.A.

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: One Wall Street

New York, New York 10286

C. Telephone: 312-827-8650 Fax: 312-827-8542 Email: Robert.Demos@bnymellon.com

D. Name of contact person: Robert Demos

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

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):

O'Hare Customer Facility Charge Revenue Bonds and Related TIFIA Loan and other Financing Series 2013

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[X] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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

[] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.
NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.
NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

SEE ATTACHMENT A

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
N/A		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

SEE ATTACHMENT A-1

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

8. 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 (if none, indicate with "N/A" or "none").

n/a

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

n/a

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

_X_2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

See Attachment B

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

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

[X] Yes [ ] No

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

[X] Yes [ ] No

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

[X] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

The Bank of New York Mellon Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Timothy F. Keaney
(Print or type name of person signing)

Vice Chairman, CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) April 3, 2013,
at N.Y. County, N.Y. (state).

_____ Notary Public.

Commission expires: July 18, 2015.

MICHELE P. LEO
Notary Public, State of New York
No. 01-LE6245111
Qualified in Suffolk County
Commission Expires July 18, 2015

MICHELE P. LEO
Notary Public, State of New York
No. 01-LE6274511
Qualified in Suffolk County
Commission Expires July 19, 2019

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Attachment A

DIRECTORS OF THE BANK OF NEW YORK MELLON CORPORATION

Ruth E. Bruch
Nicholas M. Donofrio
Gerald L. Hassell
Edmund F. Kelly
Richard J. Kogan
Michael J. Kowalski
John A. Luke, Jr.
Mark A. Nordenberg
Catherine A. Rein
William C. Richardson
Samuel C. Scott III
Wesley W. von Schack

EXECUTIVE OFFICERS OF THE BANK OF NEW YORK MELLON CORPORATION

Gerald L. Hassell - Chairman and Chief Executive Officer
Karen B. Peetz – President
Curtis Y. Arledge- Vice Chairman
Thomas P. Gibbons Vice Chairman, Chief Financial Officer
Thomas F. Keaney - Vice Chairman
James P. Palermo – Vice Chairman
Brian G. Rogan- Vice Chairman, Chief Risk Officer
James Vallone - Chief Auditor

Senior Executive Vice Presidents

Richard Brueckner
Arthur Certosimo
Mitchell E. Harris
Lisa B. Peters
Brian T. Shea
Jane Sherburne
Kurt D. Woetzel

Attachment A-1

The Bank of New York Mellon Corporation (the "Corporation"), acting through its subsidiaries, The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., is trustee on thousands of bond transactions which are secured by mortgages on real property that are held in trust and registered in the name of The Bank of New York Mellon or The Bank of New York Mellon Trust Company, N.A., as trustee. The mortgages are serviced by third-party service providers who are required to provide the necessary administrative services related to the mortgages, such as paying property taxes and complying with local real estate ordinances. From time to time, the third-party service providers may fail to fulfill their obligations, resulting in fines and judgments. Such fines and judgments may be assessed and entered against The Bank of New York Mellon or The Bank of New York Mellon Trust Company, N.A. because, as trustee, it is the lien-holder or owner of record. The third-party service provider is obligated to pay such fines and remedy or pay such judgments.

In addition, like all major institutions, the Corporation and/or its subsidiaries are subject to various litigations and proceedings pursuant to which judgments, injunctions or liens may be issued. There have been no judgments, injunctions or liens arising out of such litigations or proceedings in the last five years that would materially impair the Corporation's or its subsidiaries ability to perform the services relating to the Matter. For a description of certain legal proceedings, please see the "Legal Proceedings" section in the Corporation's Form 10-Ks and 10-Qs, which are available on our website, http://www.bnymellon.com.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

ATTACHMENT B
TO
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
FILED BY
THE BANK OF NEW YORK MELLON CORPORATION
(as an Entity Holding an Interest in the Applicant)

The Disclosing Party was established in 2007. The Disclosing Party has identified 60 predecessor institutions established before 1866. Among these predecessor entities is the Disclosing Party's wholly-owned subsidiary, The Bank of New York Mellon (formerly known as The Bank of New York), which was established in 1784.

There are scattered references in the records of the Disclosing Party's pre-1866 predecessors to clients located in the southern states where slavery was practiced during the slavery era. The Disclosing Party's predecessors provided business services to these southern clients which included: issuing loans to individuals, banks and other institutions; maintaining individual and correspondent banking accounts; providing reciprocal banking services for other banks; and providing bond and stock administration and depositary services on behalf of other banks and municipalities. Some of these predecessors may have also invested in bonds and stocks of southern institutions or bonds issued by southern states. The southern states, municipalities, banks, companies and individuals referenced in the records are: Bank of Baltimore; City Bank of Baltimore; Stephen Duncan; DuPlanty, McCall & Co.; Bank of Kentucky; Bank of Maryland; State of Maryland; Bank of Montgomery; Bank of North Carolina; Bank of South Carolina; New Orleans Canal and Banking Company; City of New Orleans; Commercial Bank of New Orleans; Planters Bank of Mississippi; Simsville Cotton Factory; Southern Life Insurance and Trust Company; Planters Bank of Tennessee; State of Tennessee. The Bank of New York also held one or more bank accounts on behalf of Charles P. Leverich and/or his New York company Charles P. Leverich & Co. ("Leverich & Co."). Leverich was a director of The Bank of New York from 1840 to 1876, and also was a Vice President (1853-1863) and President (1863-1876) of the Bank. Leverich & Co. was a New York cotton broker which had extensive dealings with southern clients from the 1830s through 1879, when the firm was dissolved. Leverich & Co. also acted as a factor for southern planters. It also appears that that Leverich & Co. may have helped manage a plantation -- James Porter's Oak Lawn in Bayou Teche, Louisiana -- for one of its southern clients.

Based on the Disclosing Party's research, there are indications in United States census records for the period 1790 to 1860 that some directors of The Bank of New York and some officers and directors of the Farmer's Bank of the State of Delaware may have owned slaves before, during and/or after their association with such institutions.

A predecessor of the Disclosing Party, the New York Life Insurance and Trust Company ("NYLITC") (which bears no relation to the present New York Life Insurance Company), was founded in 1830 and merged with The Bank of New York in 1922. NYLITC issued life insurance policies to some of its clients, including a few individuals who resided in the southern

states where slavery was practiced during the slavery era. There are no indications in the records that NYLITC issued any slaveholder insurance policies.

The records of NYLITC reflect that in 1842, NYLITC loaned a sum of money to the Southern Life Insurance and Trust Company ("Southern Life"). This loan was secured by an assignment to NYLITC of several mortgages originated and held by Southern Life, including a mortgage dated April 1, 1837, on "Hanson's Plantation," located in St. John's County, near St. Augustine, Florida, and owned by John Hanson and Margaret Cook. This Southern Life mortgage included a pledge of 21 named slaves. The names and ages of these slaves are recorded in the NYLITC ledger entry for the loan and are listed in Appendix A to this statement. There are no indications in the records that Southern Life ever defaulted on this loan, or that NYLITC ever foreclosed on any of the assigned mortgages.

APPENDIX A

Slaves Named in 1837 "Hanson's Plantation" Mortgage Originated and Held by Southern Life Insurance and Trust Company and Assigned in 1842 to New York Life Insurance and Trust Company

(italics indicate names that are difficult to decipher from the ledger entry)

Name	Age
Sylvester	32
Peggy	32
Maria	16
Chloe	14
Pomfrey	12
Diana	10
Betty	8
Eve	3
Kathy	30
Sally	14
Abram	12
William	5
Fanny	30
Phoebe	12
Ned	8
Coffy	6
Lewis	30
James	40
Anselmo	17
Antericka	14
George	25

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Frasca & Associates, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 521 Madison Avenue, 7th Floor
New York, NY 10022

C. Telephone: 212-355-4050 Fax: 212-355-3756 Email: kcushine@frascallc.com

D. Name of contact person: Ken Cushine

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

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):

Consolidated Rental Car Facility at Chicago O'Hare International Airport and IFRA Loan and Other Financing, Series 2013

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

New York

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

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE**: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Doreen M. Frasca	President + Principal
Kenneth J. Cushine	Vice President + Principal

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Doreen M. Frasca	521 Madison Ave, NY, NY	51%
Kenneth J. Cushine	521 Madison Ave, NY, NY	49%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[X] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [X] No

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

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Frasca + Associates, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Kenneth J. Cushine
(Print or type name of person signing)

Principal
(Print or type title of person signing)

Signed and sworn to before me on (date) 30 April 2013,
at New York County, New York (state).

Anne Rodgers Notary Public.

Commission expires: ANNE RODGERS
Notary Public, State of New York
No. 01RG5070511
Qualified in New York County
Commission Expires Dec 23, 2014

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

D+G CONSULTING GROUP, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [✓] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 750 12th Street
Wilmette IL 60091

C. Telephone: 847 251 3791 Fax: 847 251 3537 Email: RKD@DG-CG.COM

D. Name of contact person: Rhona DiCamillo

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

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):

Consolidated Rental Car Facility at Chicago O'Hare International Airport and TIFIA Loan and Other Financing, Series 2013

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

DELAWARE

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

[✓] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE**: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Rhona DiCamillo	PRINCIPAL
Lynn Goldschmidt	PRINCIPAL

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Rhona DiCamillo	750 12th Street, Wilmette IL 60091	50%
Lynn Goldschmidt	" " "	50%

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?

[ ] Yes [✓] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

NA

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

8. 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 (if none, indicate with "N/A" or "none").

NA

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [✓] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

NA

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest
	NA	

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[✓] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[✓] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[✓] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[✓] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

D+G CONSULTING GROUP LLC
(Print or type name of Disclosing Party)

By: Rhona K. DiCamillo
(Sign here)

RHONA K. DiCAMILLO
(Print or type name of person signing)

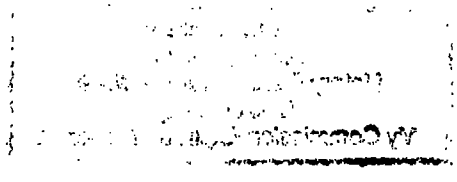
PRINCIPAL
(Print or type title of person signing)

Signed and sworn to before me on (date) 5-1-13,
at 1000 Central Ave County, IL (state).

Notary Public.

"OFFICIAL SEAL"
Aubrey Wilson
Notary Public, State of Illinois
Cook County
My Commission Expires 07-15-2013

Commission expires: 07-15-2013.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [✓] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

NA

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Quarles & Brady LLP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [✓] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 300 N. LaSalle, Suite 4000
Chicago, Illinois 60654

C. Telephone: (312) 715-5047 Fax: (312) 632-1747 Email: eric.fuglsang@quarles.com

D. Name of contact person: Eric Fuglsang

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

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):

Consolidated Rental Car Facility at Chicago O'Hare International Airport and TIFIA Land and Other Financing

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[✓] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Quarles & Brady LLP is a Wisconsin LLP engaged to practice in Arizona, Florida, Illinois, and Washington DC

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

[✓] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE**: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Attachment A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

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?

[ ] Yes [✓] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
None			

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

Kevin Slaughter, Commissioner, Plan Commission

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [✓] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [✓] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [✓] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[✓] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[✓] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[✓] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[✓] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Quarles & Brady LLP
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Eric J. Fuglsang
(Print or type name of person signing)

Partner
(Print or type title of person signing)

Signed and sworn to before me on (date) 4-4-13,
at Cook County, IL (state).

_____ Notary Public.

OFFICIAL SEAL
MICHELLE L MICELI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/13

Commission expires: 4-28-13.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [✓] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

	A	B	C	D	E	F	G	H	I
1	List of Partners as of January 15, 2013 Attachment A					Ownership	Ownership	Ownership	Ownership Value
2	LAN ID	Name	Address			.5% or Less	>.5 to 1.0%	>1.0 to 2.0%	>2.0%
3	ma2	Aldana, Michael	4101 N Stowell Ave	Shorewood, WI	53211	X			
4	vlb	Bailey, Val	1508 Capital Ave	Madison, WI	53705	X			
5	jcb	Baker, Jean	7817 Jackson Park Blvd	Wauwatosa, WI	53213		X		
6	jkb	Bannen, John	2468 N Pasadena Blvd	Wauwatosa, WI	53226		X		
7	jbarry	Barry, John	6068 N Bay Ridge Ave	Whitefish Bay, WI	53217	X			
8	brb	Bauer, Bruce	103 Aster Ln 102 N	Mequon, WI	53092	X			
9	pdb	Bauer, Paul	2558 Swan Blvd	Wauwatosa, WI	53226	X			
10	jbenkers	Benkers, Josephine	1108 US Hwy 12 and 18	Deerfield, WI	53531	X			
11	sberg	Berg, Scott	4427 E Montecito Ave	Phoenix, AZ	85018		X		
12	sb1	Berryman, Steven	331 Huntington Dr	Cedarburg, WI	53012	X			
13	bjb	Berson, Bennett	2228 Hollister Ave	Madison, WI	53726	X			
14	dbeyer	Beyer, David	18216 Clear Lake Dr	Lutz, FL	33548		X		
15	pb2	Bitterman, Patrick	916 N Wood St #2	Chicago, IL	60622	X			
16	bbooker	Booker, Brian	10308 S 16th Dr	Phoenix, AZ	85041	X			
17	rsb	Bornhoft, Robert	1354 W Laurel Ave	Gilbert, AZ	85233	X			
18	sboswell	Boswell, Susan	4235 W Camino Pintoresco	Tucson, AZ	85745		X		
19	dlb	Bourne, Dave	1522 N Prospect Ave Unit 1205	Milwaukee, WI	53202	X			
20	k2b	Bruett, Keith	4924 N Elkhart Ave	Whitefish Bay, WI	53217	X			
21	tbulloch	Bulloch, Rob	390 Saddlebrook Ln	Naples, FL	34110	X			
22	kmc	Buono, Kathie	W303 N2542 Maple Ave	Pewaukee, WI	53072		X		
23	cburden	Burden, Chris	8922 Eagle Watch Dr	Riverview, FL	33578		X		
24	gclark	Clark, Gary	2712 W Dakin	Chicago, IL	60618	X			
25	dconn	Conn, Deanna	11015 E Snyder Rd	Tucson, AZ	85749	X			
26	jcook	Cook, Jack	3411 W Picardy Ct	Mequon, WI	53092	X			
27	sec	Coyne, Sarah	2130 Wood Rd	Middleton, WI	53562		X		
28	drc	Cross, David	7875 N Club Circle	Fox Point, WI	53217		X		
29	jfd	Daly, Jim	4640 N Woodburn St	Whitefish Bay, WI	53211	X			
30	jwd	Daniels, John	10021 N Range Line	Mequon, WI	53092			X	
31	jod	Davis, Jeff	8336 N Links Way	Fox Point, WI	53217		X		
32	ldavis	Davis, Lisa	4505 Avenue C	Austin, TX	78751	X			
33	kad	Deforey, Kevin	N6376 Cedar Ln	Lake Mills, WI	53551	X			
34	ctd	DeMent, Christopher	1930 W Nelson	Chicago, IL	60657	X			
35	kdickins	Dickinson, Karen	1118 E Tierra Buena Ln	Phoenix, AZ	85022	X			
36	jdrazek	Drazek, Joe	1111 W Orchid Ln	Phoenix, AZ	85021	X			
37	md9	Duchemin, Matthew	5220 Sassafras Dr	Fitchburg, WI	53711	X			
38	rd1	Duffy, Bob	5029 W Washington Blvd	Milwaukee, WI	53208		X		
39	lduran	Duran, Lisa	7031 N Central Ave	Phoenix, AZ	85020	X			
40	kedson	Edson, Kelli	12055 Gandy Blvd Unit 271	St Petersburg, FL	33702	X			
41	mehrmann	Ehrmann, Mark	3501 Blackhawk Dr	Madison, WI	53705	X			
42	spe	Emerick, Steven	9760 E San Salvador Dr	Scottsdale, AZ	85258		X		
43	gte	Everts, Gregory	4109 Iroquois Dr	Madison, WI	53711	X			
44	lfalbe	Falbe, Lawrence	13948 W Trail Dr	Mettawa, IL	60045	X			
45	lfeinste	Feinstein, Faye	2535 Greenview	Northbrook, IL	60062		X		
46	mnf	Fertl, Mary	10532 N Gazebo Hill Pkwy E	Mequon, WI	53092	X			
47	mf1	Fischer, Mike	855 E Glen Ave	Whitefish Bay, WI	53217	X			
48	mjf	Flynn, Matthew	2720 E Bradford Ave	Milwaukee, WI	53211		X		
49	jxf	Franzini, John	3745 Nassau Dr	Brookfield, WI	53045		X		
50	jdf	Friedman, James	1996 W Hidden Reserve Ct	Mequon, WI	53092		X		
51	jfugal	Fugal, Jeffrey	PO Box 5755	Goodyear, AZ	85338	X			
52	ejf	Fuglsang, Eric	641 Oaklawn Ave	Elmhurst, IL	60126	X			
53	jgabriel	Gabriel, Isaac	5206 N 33rd St	Phoenix, AZ	85018	X			
54	rg2	Gamrath, Rob	535 N Michigan Ave Apt 2301	Chicago, IL	60611	X			
55	fg1	Gants, Fred	6334 Inner Dr	Madison, WI	53705	X			
56	jig	Getziolis, James	2041 N Kenmore Ave	Chicago, IL	60614	X			
57	pjg	Goebel, Patrick	4405 W River Lake Dr	Mequon, WI	53092		X		
58	mjg	Gonring, Michael	621 E Beaumont Ave	Whitefish Bay, WI	53217		X		
59	kag	Gray, Kathleen	19100 Baythorn Way	Brookfield, WI	53045	X			
60	mmg	Grebe, Michael	11417 N Spring Ave	Mequon, WI	53092		X		
61	geh	Haas, George	13220 Elmhurst Pkwy	Elm Grove, WI	53122	X			
62	dhaller	Haller, Diane	208 W Portland St #560	Phoenix, AZ	85003		X		
63	kvh	Hallett, Kenneth	1430 N Astor St	Milwaukee, WI	53202		X		
64	whamilto	Hamilton, Bill	15233 Merlinglen Pl	Lithia, FL	33547	X			
65	whh	Harbeck, William	907 17th Ave	Grafton, WI	53024	X			
66	jharris	Harris, John	2802 W Silver Fox Way	Phoenix, AZ	85045		X		
67	rharris	Harris, Robert	14041 S 35th Place	Phoenix, AZ	85044		X		
68	pah	Hintz, Pat	1551 N Water St Unit 511	Milwaukee, WI	53202	X			
69	choffman	Hoffmann, Christian	48 W Glenn Dr	Phoenix, AZ	85021	X			
70	bhowie	Howie, Brian	10889 E Raintree Dr	Scottsdale, AZ	85255	X			
71	phutter	Hutter, Patti	1887 Mineral Springs Blvd	Oconomowoc, WI	53066	X			
72	oimmel	Immel, Otto	635 Palm Circle E	Naples, FL	34102	X			
73	mpn	Jacoby, Mary Pat	4080 Wildcat Ct	Greenfield, WI	53228	X			
74	rjamieso	Jamieson, Raymond	1339 Timberline Dr	West Bend, WI	53095		X		
75	dmj	Janssen, Daniel	1951 E Hampton Rd	Whitefish Bay, WI	53217		X		
76	maj	Jaskolski, Michael	W282 N3380 Taylors Woods Rd	Pewaukee, WI	53072		X		
77	klj	Johnson, Kimberly	945 Barcarmil Way	Naples, FL	34119			X	
78	pck	Karegeannes, Peter	1411 W Winding Hollow Ln	Mequon, WI	53092		X		
79	ack	Katayama, Alyce	PO Box 1325	Waukesha, WI	53187	X			
80	ckaufman	Kaufman, Craig	5690 N Placita Deleite	Tucson, AZ	85750		X		
81	dbk	Kern, David	7525 Kenwood Ave	Wauwatosa, WI	53213		X		
82	mk1	Kircher, Mark	850 Morningside Ln	Elm Grove, WI	53122			X	
83	jk2	Klages, John	838 Sylviewood	Park Ridge, IL	60068		X		
84	sklundt	Klundt, Scott	1540 E Tulsa	Gilbert, AZ	85295		X		
85	kronquis	Kronquist, Kate	10226 W Park Ridge Ave	Wauwatosa, WI	53222	X			
86	je3	Landow-Esser, Janine	811 W Junior Terrace	Chicago, IL	60613	X			
87	sll	Langlois, Scott	2413 S Superior St	Milwaukee, WI	53207	X			
88	bgl	Lanser, Brian	2460 N 96th St	Wauwatosa, WI	53226		X		
89	fgl	Lautz, Fredrick	20905 Carrington Ct	Brookfield, WI	53045			X	
90	cleeck	Leeck, Chuck	N25 W26352 Whitetail Ct	Pewaukee, WI	53072	X			
91	eal	Leichtling, Ely	2708 E Hampshire St	Milwaukee, WI	53211		X		
92	mal	Levey, Michael	7750 N Fairchild Rd	Milwaukee, WI	53217	X			

	A	B	C	D	E	F	G	H	I
93	msl	Levine, Marta	3039 N Hackett Ave	Milwaukee, WI	53211		X		
94	jhl	Lhost, John	10453 N Pine Tree Circle	Mequon, WI	53092		X		
95	sld	Linsley, Sarah	2143 Ewing Ave	Evanston, IL	60201	X			
96	k2l	Long, Kevin	7945 N Fairchild Rd	Fox Point, WI	53217		X		
97	klottes	Lottes, Kevin	5668 Hammock Isles Dr	Naples, FL	34119		X		
98	gjm	Marek, George	9318 N Lake Dr	Bayside, WI	53217	X			
99	dmartin	Martin, Don	6204 E Joshua Tree Ln	Paradise Valley, AZ	85253		X		
100	pmartino	Martino, Phil	3311 W Lawn Ave	Tampa , FL	33611		X		
101	jdm	Masterson, Joseph	8531 N 54th St	Brown Deer, WI	53223	X			
102	amazura	Mazura, Adrianne	1150 North Ave	Bannockburn, IL	60015			X	
103	tpm	McElligott, Tom	659 N 77th St	Wauwatosa, WI	53213		X		
104	mmehr	Mehr, Matthew	5417 E Helena Dr	Scottsdale, AZ	85254		X		
105	gmiczar	Miliczarek-Desai, Gavin	1570 N Painted Hills Rd	Tucson, AZ	85745	X			
106	jkm	Morris, Jeffrey	3501 N Shepard	Shorewood, WI	53211	X			
107	rmorris	Morris, Roger	5849 E Justine Rd	Scottsdale, AZ	85254			X	
108	rpmorris	Morrison, Ryan	7394 3 Mile Rd	Franksville, WI	53126	X			
109	jmorrow	Morrow, James	6738 E Calle Buena	Tucson, AZ	85715		X		
110	mm4	Mostow, Michael	206 Landis Ln	Deerfield, IL	60015	X			
111	dm1	Muchow, Daniel	3306 E Coconino St	Phoenix, AZ	85044		X		
112	amm	Murphy, Ann	7033 N Belmont Ln	Fox Point, WI	53217		X		
113	dpm	Muth, David	14125 W Fieldpointe Dr	New Berlin, WI	53151	X			
114	kgn	Noel, Kristin	901 Hidden Cave Rd	Madison, WI	53717	X			
115	pnolan	Nolan, Patrick	6055 N Bay Ridge Ave	Whitefish Bay, WI	53217	X			
116	egn	Nowakowski, Lisa	10211 N Trillium Rd	Mequon, WI	53092	X			
117	dpo	Olson, David	617 W Kenilworth Circle	Mequon, WI	53092	X			
118	joneal	O'Neal, John	7241 N 11th Ave	Phoenix, AZ	85021	X			
119	eao	Orelup, Elizabeth	846 Jay Rd	Cedar Grove, WI	53013		X		
120	gossias	Ossias, Geoffrey	5600 N Casa Blanca	Paradise Valley, AZ	85253	X			
121	mjo	Ostermeyer, Mike	9627 N Lamplighter Ln	Mequon, WI	53092		X		
122	pparrish	Parrish, Paul	2617 Watrous Ave	Tampa, FL	33629	X			
123	jdp	Peelen, Jeffrey	4683 W Alanna Ct	Franklin, WI	53132		X		
124	kperhach	Perhach, Katherine	5057 N Santa Monica Blvd	Whitefish Bay, WI	53217	X			
125	nkp	Peterson, Nancy	3032 N Summit	Milwaukee, WI	53211		X		
126	jep	Pettibone, Jon	3313 E Tonto Dr	Phoenix, AZ	85044		X		
127	tjp	Phillips, Thomas	9644 N River Rd	Mequon, WI	53092	X			
128	pp1	Ploor, Pamela	1616 W Bonniwell Rd	Mequon, WI	53097	X			
129	ekpoor	Poor, E. King	735 Walden Rd	Winnetka, IL	60093	X			
130	jvp	Powers, Jennifer	W260 N8679 State Rd 164	Hartland, WI	53029		X		
131	rlp	Prange, Roy	6418 Antietam Ln	Madison, WI	53705	X			
132	jp1	Puchner, Joseph	13365 Marquette Ave	Elm Grove, WI	53122	X			
133	kquigley	Quigley, Kevin	6138 E Mescal St	Scottsdale, AZ	85254		X		
134	dr2	Radler, Daniel	20765 Bartlett Ct	Brookfield, WI	53045		X		
135	mrechtin	Rechtin, Mike	123 Fuller Lane	Winnetka, IL	60093		X		
136	dregelma	Regelman, Dale	11200 E Irvington Rd	Tucson, AZ	85747	X			
137	brigor	Rigor, Bradley	PO Box 111510	Naples, FL	34108		X		
138	jsr	Robison, John	5764 N Hill Ct	Fitchburg, WI	53711	X			
139	jer	Rodgers, Janice	2100 N Lincoln Park W #12CN	Chicago, IL	60614		X		
140	mlr	Roshar, Michael	4077 S Fohr Dr	New Berlin, WI	53151		X		
141	rrothack	Rothacker, Robert	4751 N Cumberland Blvd	Whitefish Bay, WI	53211		X		
142	jar	Ruthstein, John	217 E Chowning Square	Mequon, WI	53092		X		
143	jryan	Ryan, James	669 N Poplar Ct	Chandler, AZ	85226		X		
144	esalanga	Salanga, Edward	2262 E Dogwood Dr	Chandler, AZ	85286	X			
145	ms2	Schaalman, Michael	1043 E Ogden Ave	Milwaukee, WI	53202		X		
146	pws	Schmidt, Patrick	2635 N Terrace Ave	Milwaukee, WI	53211			X	
147	dks	Schott, Don	18 E Geneva Circle	Madison, WI	53717		X		
148	crs	Schwartz, Carl	N53 W34568 Road Q	Okauchee, WI	53069		X		
149	ss8	Scullen, Sean	1030 Red Barn Ln	Elm Grove, WI	53122	X			
150	lss	Shifflett, Leonard	623 Cherry St	Winnetka, IL	60093	X			
151	tas	Simonis, Thomas	N51 W35777 Hillcrest Ct	Oconomowoc, WI	53066		X		
152	bsirower	Sirower, Brian	PO Box 4263	Cave Creek, AZ	85327		X		
153	wjs	Skipper, Walt	1035 Upper Ridgeway	Elm Grove, WI	53122			X	
154	dsorenso	Sorenson, Derek	5247 N 6th St	Phoenix, AZ	85012		X		
155	gsovern	Sovern, Grant	1315 Rutledge St	Madison, WI	53703		X		
156	ras	Speckhard, Rebecca	7772 N River Edge Dr	Glendale, WI	53209	X			
157	jks	Spoerk, Jeff	576 W12990 Cambridge Ct W	Muskego, WI	53150	X			
158	hrs	Stastney, Hoyt	10450 N Stratford Place	Mequon, WI	53092	X			
159	pat	Terry, Peter	PO Box 5621	Carefree, AZ	85377		X		
160	pjt	Tilleman, Paul	5133 N Palisades Rd	Whitefish Bay, WI	53217		X		
161	rlt	Titley, Robert	3418 N Summit Ave	Milwaukee, WI	53211	X			
162	aat	Tomaselli, Anthony	7432 County Highway K	Middleton, WI	53562		X		
163	ctownsen	Townsend, Chris	1667 Constitution Dr	Glenview, IL	60026			X	
164	atretter	Tretter, Andrew	9296 Sweetgrass Way	Naples, FL	34108	X			
165	mu9	Utterback, Margaret	7265 Ziegler Circle	Middleton, WI	53562	X			
166	jpv	Vail, John	9014 Pebble Beach Ln	Orland Park, IL	60462	X			
167	ejv	Van Vugt, Eric	923 E Kilbourn Ave #2302	Milwaukee, WI	53202			X	
168	aav	Vogel, Tony	7228 Grand Pkwy	Wauwatosa, WI	53213		X		
169	bvynalek	Vynalek, C. Bradley	1824 Palmcroft Drive NW	Phoenix, AZ	85007		X		
170	dsw	Watson, Scott	944 Hillside Ave	Elmhurst, IL	60126	X			
171	mwelsh	Welsh, Mary Ann	27930 N Montana Dr	Rio Verde, AZ	85263	X			
172	jkillack	Williams-Killackey, Judith	4901 W Forest Hill Ave	Franklin, WI	53132	X			
173	ddw	Wilmoth, David	5838 Riverside Dr	Greendale, WI	53129	X			
174	lwinkelm	Winkelman, Lori	556 W Minton	Tempe, AZ	85282	X			
175	bdw	Winters, Brian	3119 N Summit	Milwaukee, WI	53211		X		
176	jwolf	Wolf, Jeffrey	9290 E Thompson Peak Pkwy # 408	Scottsdale, AZ	85255		X		
177	tyi	Yi, Ted	295 S Basswood Rd	Lake Forest, IL	60045		X		
178	ryoung	Young, Richard	1155 Scott Ave	Winnetka, IL	60093		X		
179	mdz	Zeka, Michael	929 N Astor St #1807	Milwaukee, WI	53202		X		
180									
181	177								

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Peck, Shaffer & Williams LLP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 135 S. LaSalle St., Suite 3025
Chicago, IL 60603

C. Telephone: 312-372-6060 Fax: 312-372-6085 Email: gbuzard@peckshaffer.com

D. Name of contact person: George D. Buzard

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

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):

Chicago O'Hare - USDOT TIFIA Loan

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[x] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Ohio

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

[x] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Addendum A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

None

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

8. 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 (if none, indicate with "N/A" or "none").

None

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

____1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

None

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [X] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [X] No

If you checked "No" to question 1. or 2. above, please provide an explanation:
Not required

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Peck, Shaffer & Williams LLP
(Print or type name of Disclosing Party)

By: _____
(Sign here)

George D. Buzard
(Print or type name of person signing)

Partner
(Print or type title of person signing)

Signed and sworn to before me on (date) April 3, 2013,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: July 3, 2016.

OFFICIAL SEAL
GRACIELA C. MARTINEZ
Notary Public - State of Illinois
My Commission Expires Jul 3, 2016

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Addendum A
Section II B.I.

Name	Title
Dirk M. Bedarff	Chairperson, Management Committee
Thomas D. Freeman	Chief Financial Officer
Mary L. Groves	Member, Management Committee
Glendon B. Pratt	Member, Management Committee
Brenda A. Wehmer	Member, Management Committee
Thomas A. Wilson	Member, Management Committee

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Eduardo M. Cotillas dba Cotillas and Associates

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 20 N. Clark St. #1150
Chicago, IL 60602

C. Telephone: 312-217-1593 Fax: 312-849-9001 Email: ecotillas@cotillaslaw.com

D. Name of contact person: Eduardo M. Cotillas

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

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):

TIFIA Loan for O'Hare CONRAC and Related Improvements

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[X] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

N/A

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

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Eduardo M. Cotillas	Owner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Eduardo M. Cotillas	20 N. Clark St, #1150 Chicago, IL 60602	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

_____

_____

_____

_____

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

8. 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 (if none, indicate with "N/A" or "none").

None

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

Purse; Orchestra Hall Tickets Mary Susan Lopez

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [X] No

If you checked "No" to question 1. or 2. above, please provide an explanation:
The AAP requirement applies to entities with 50 or more employees.
Answered Y to question 2 because there is nothing due

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Eduardo M. Cotillas dba Cotillas and Associates
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Eduardo M. Cotillas
(Print or type name of person signing)

Owner
(Print or type title of person signing)

Signed and sworn to before me on (date) April 1, 2013,
at Cook County, Illinois (state).

_____ Notary Public.

OFFICIAL SEAL
TIMOTHY K. HINCHMAN
Notary Public - State of Illinois
My Commission Expires Jan 24, 2015

Commission expires: 01/24/2015.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

City of Chicago

O2013-3763

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Designation of Class 7(b) tax status for Delta Real Estate Holdings, LLC
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

ECON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing a Class 7(b) tax status for Delta Real Estate.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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, pursuant to an ordinance adopted December 16, 1983, and published in the Journal of Proceedings at pages 3991 to 3993, amended by ordinance adopted November 6, 2002, and published in the Journal of Proceedings at pages 95277 to 95285, and most recently amended again by ordinance adopted on April 10, 2013 (said ordinances and all amendments collectively referred to as the "Enterprise Zone Ordinance"), the City Council established "Enterprise Zone 4" in accordance with the Illinois Enterprise Zone Act, 20 ILCS 665/1, *et seq.*, finding, among other things, that Enterprise Zone 4 is a depressed area; and

WHEREAS, certain real estate located at 2501 North Elston Avenue 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 Enterprise Zone 4; and

WHEREAS, Delta Real Estate Holdings, LLC, a Michigan limited liability company ("Applicant"), proposes to construct and operate an approximately 101,596 square foot automobile dealership on the Project Site (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, Stewart and David Reich, individuals, ("Owners") currently hold legal title to the Project Site, and it is anticipated that the Owners will transfer title to the Project Site to the Applicant or an affiliated designee in connection with the Project; and

WHEREAS, the Applicant intends to apply to the Office of the Assessor of Cook County, Illinois (the "Assessor") for designation of the Project Site as a Class 7b classification eligible for certain real estate tax incentives; and

WHEREAS, Section 74-65(b) of the Cook County Real Estate Classification Ordinance, as amended, (the "Classification Ordinance"), provides that prior to filing an eligibility application with the Assessor, an applicant for Class 7b 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 74-65(a) of the Classification Ordinance are present, and (b) the municipality supports and consents to the Class 7b application to the Assessor; and

WHEREAS, the Department of Housing and Economic Development of the City of Chicago ("HED") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class 7b 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 7b application to the Assessor by the Applicant for the Project; 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 meets eligibility factor (1) under Section 74-65(a) of the Classification Ordinance in that the Project Site is blighted and is located in an area in need of commercial development.

SECTION 3. The City hereby determines that the Project meets eligibility factor (2) under Section 74-65(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 74-65(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 7b 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 74-65(a) of the Classification Ordinance in that certification of the Project for Class 7b 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 7b.

SECTION 6. The City hereby determines that the Project meets eligibility factor (5) under Section 74-65(a) of the Classification Ordinance in that certification of the Project for Class 7b 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 74-65(a) of the Classification Ordinance are present for the Project, and hereby expressly supports and consents to the Class 7b application of the Applicant to the Assessor for Class 7b designation of the Project and the Project Site.

SECTION 8. The Commissioner of HED (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 the Applicant with the Assessor for Class 7b designation of the Project.

SECTION 9. This ordinance shall be effective from and after its passage and approval.

EXHIBIT A

Legal Description of the Project Site:

PARCEL A:

A PART OF LOT 1 AND VACATED SNOW STREET IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 20 ACRES); ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING BETWEEN THE RAILROAD AND THE RIVER WHICH PART OF LOT 1 AND VACATED STREET ARE MORE PARTICULARLY DESCRIBED AS BEING THOSE PARTS OF SAID LOT AND VACATED STREET WHICH ARE BOUNDED AS FOLLOWS: ON THE NORTHEAST BY THE SOUTHWESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE; ON THE NORTHWEST BY A LINE 5.08 FEET (MEASURED AT RIGHT ANGLES) SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF VACATED SNOW STREET; AND ON THE SOUTHEAST BY A LINE EXTENDED FROM SAID NORTHERLY LINE OF NORTH ELSTON AVENUE TO SAID NORTH BRANCH OF THE CHICAGO RIVER, WHICH LINE EXTENDS NORTHEASTERLY FROM A POINT ON SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE THAT IS 403.79 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID NORTHEASTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF SAID VACATED SNOW STREET AND PASSES THROUGH A POINT WHICH IS 509.48 FEET (MEASURED AT RIGHT ANGLES) NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE AND 181.41 FEET (MEASURED AT RIGHT ANGLES) WEST FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 30;

AND

PARCEL B:

THE NORTHWESTERLY 12.25 FEET (MEASURED PERPENDICULARLY) OF THE FOLLOWING DESCRIBED TRACT: PART OF LOT 1 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES) ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID

SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30 LYING BETWEEN THE RAILROAD AND RIVER, WHICH PART OF LOT 1 IS MORE PARTICULARLY DESCRIBED AS BEING THAT PART OF SAID LOT 1, WHICH IS BOUNDED AS FOLLOWS: ON THE NORTHEAST BY THE NORTH BRANCH OF THE CHICAGO RIVER; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE; ON THE EAST BY THE WEST LINE OF NORTH DAMEN AVENUE (NORTH ROBEY STREET) AS WIDENED; ON THE NORTHWEST BY A LINE EXTENDED FROM SAID NORTH ELSTON AVENUE TO SAID NORTH BRANCH OF THE CHICAGO RIVER WHICH LINE EXTENDS NORTHEASTERLY FROM A POINT ON SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE THAT IS 403.79 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID NORTHEASTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF VACATED SNOW STREET AND PASSES THROUGH A POINT WHICH IS 509.48 FEET (MEASURED AT RIGHT ANGLES) NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE AND 181.41 FEET (MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 30; AND ON THE SOUTHEAST LINE OF SAID LOT 1 IN SNOW ESTATE SUBDIVISION;

AND

PARCEL C:

THAT PART OF LOT 1 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES) ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALSO LOTS 2, 3, 4, 5, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING BETWEEN THE RAILROAD AND THE RIVER WHICH PART OF LOT 1 IS MORE PARTICULARLY DESCRIBED AS BEING THAT PART OF SAID LOT 1 WHICH IS BOUNDED AS FOLLOWS: ON THE NORTHEAST BY THE NORTH BRANCH OF THE CHICAGO RIVER; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE; ON THE EAST BY THE WEST LINE OF NORTH DAMEN AVENUE (NORTH ROBEY STREET) AS WIDENED AND CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED APRIL 18, 1927 AS DOCUMENT 9619084; ON THE NORTHWEST BY A LINE EXTENDING FROM SAID NORTH ELSTON AVENUE TO SAID NORTH BRANCH OF THE CHICAGO RIVER, WHICH LINE EXTENDS NORTHEASTERLY FROM A POINT ON SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE THAT IS 403.79 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID NORTHEASTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF VACATED SNOW STREET AND PASSES THROUGH A POINT WHICH IS 509.48 FEET (MEASURED AT RIGHT ANGLES) NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF NORTH ELSTON AVENUE AND

181.41 FEET (MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 30 AND ON THE SOUTHEAST BY THE SOUTHEAST LINE OF SAID LOT 1 IN SNOW ESTATE SUBDIVISION, EXCEPT FROM THE ABOVE DESCRIBED PREMISES, THE NORTHWESTERLY 12.25 FEET (MEASURED PERPENDICULARLY) THEREOF (EXCEPT THAT PART OF LOT 1 IN SNOW ESTATE SUBDIVISION OF SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 20 ACRES); ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30, LYING BETWEEN THE RAILROAD AND THE RIVER, WHICH PART OF LOT 1 IS MORE PARTICULARLY DESCRIBED AS BEING THAT PART OF SAID LOT 1, WHICH IS BOUNDED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT LINE 309.82 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE, AS WIDENED; THENCE WESTERLY AT RIGHT ANGLES TO SAID WESTERLY LINE OF NORTH DAMEN AVENUE, 20.94 FEET; THENCE SOUTHWESTERLY ALONG A LINE 14.0 FEET NORTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 149.0 FEET; THENCE SOUTHWESTERLY 145.92 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

Address Commonly Known As: 2501 North Elston Avenue, Chicago, Illinois

PINs: 14-30-301-023-0000
14-30-301-031-0000
14-30-301-032-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Delta Real Estate Holdings, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 200 Ottawa Avenue NW, Suite 800
Grand Rapids, MI 49503

C. Telephone: 616.774.4044 Fax: 616.774.2292 Email: msekulich@dpfox.com

D. Name of contact person: Monica R. Sekulich

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

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):

Proposed class 7(b).

G. Which City agency or department is requesting this EDS? Department of Housing & Economic Development

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

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Michigan

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

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Daniel G. DeVos	President/CEO
Diane R. Maher	Sr. Vice President/CFO
Monica R. Sekulich	Sr. Vice President & General Counsel
Daniel G. DeVos	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
DP Fox Holdings, L.L.C.,	200 Ottawa NW Suite 800 Grand Rapids, MI 49503	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
DLA Piper LLP (US)	203 N. LaSalle, Suite 1900, Chicago	Attorney	$75,000 (est.)
Laube Companies	200 S. Wacker, Suite 3100, Chicago	Financial Consultant	$25,000 (est.)
Thomas M. Tully & Associates	33 N. Dearborn, Suite 2450, Chicago	Attorney	$50,000 (est.)

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Delta Real Estate Holdings, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Daniel G. DeVos
(Print or type name of person signing)

Chairman/CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) April 16, 2013
at Kent County, MI (state).

_____ Notary Public.

Commission expires: 11/23/17.

Jane M. Frey, Notary Public
State of Michigan, County of Kent
My Commission Expires 11/23/2017
Acting in the County of Kent

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

DP Fox Holdings, L.L.C.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Delta Real Estate Holdings, LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 200 Ottawa Avenue NW, Suite 800
Grand Rapids, MI 49503

C. Telephone: 616.774.4044 Fax: 616.774.2292 Email: msekulich@dpfox.com

D. Name of contact person: Monica R. Sekulich

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

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):

Proposed class 7(b).

G. Which City agency or department is requesting this EDS? Department of Housing & Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Michigan

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Attachment A.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

Attachment A

City of Chicago
Economic Disclosure Statement and Affidavit

Officers:	Daniel G. DeVos - President/CEO Diane R. Maher - Sr. VP/Chief Financial Officer Monica R. Sekulich - Sr. Vice President/General Counsel Scott J. Gorsline - Vice President Thomas S. Rothwell - Vice President - Project Development Jana L. Bulthuis - Vice President - Finance
Manager:	Daniel G. DeVos

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Daniel G. DeVos,	200 Ottawa NW, Ste. 800, Grand Rapids, MI 49503	80%
Pamella G. DeVos,	200 Ottawa NW, Ste. 800, Grand Rapids, MI 49503	20%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

DP Fox Holdings, L.L.C.
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Daniel G. DeVos
(Print or type name of person signing)

Chairman/CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) April 16, 2013
at Kent County, MI (state).

_____ Notary Public.

Commission expires: 11/23/17.

Jane M. Frey, Notary Public
State of Michigan, County of Kent
My Commission Expires 11/23/2017
Acting in the County of Kent

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

City of Chicago

O2013-3802

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Support of Class L tax status for property at 12 S Michigan Ave
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing a Class L tax status for property located at 12 South Michigan Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, CAA Hotel Owner LLC, a limited liability company or its successor in interest (the "Owner"), is the owner of the historic building (the "Building") located at 12 South Michigan Avenue and 71 East Madison Street in Chicago, Illinois, as more precisely described in **Exhibit 1** attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, City Council of the City (the "City Council") adopted an ordinance on March 27, 2002, designating the Historic Michigan Boulevard District as a Chicago Landmark pursuant to the criteria then established in Section 2-120-620 of the Municipal Code of Chicago, and the Building is considered a contributing building to that district; such designation meets the definition of a "contributing" building within a landmark district pursuant to the Classification Ordinance; and

WHEREAS, the Owner proposes to rehabilitate the Building (referred to herein as the "Project") thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base; and

WHEREAS, the Owner anticipates using the Building for hotel and commercial purposes (the "Use") after the Project is completed; and

WHEREAS, the Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, pursuant to the Classification Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in Section 1 of the Classification Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance), which constitutes an investment by the owner of at least 50 percent of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building and the land upon which the building is situated since the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor; and

WHEREAS, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents

to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, the City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, on April 4, 2013, the Landmarks Commission issued a written recommendation of the Project to the City Council; recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as **Exhibit 2** and hereby made a part hereof; and

WHEREAS, the Project Real Estate has not been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Building and land; and

WHEREAS, the Department of Housing and Economic Development of the City ("HED") has reviewed the proposed Project, and the Landmarks Commission has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; now, therefore,

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

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

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by the end of 2014. The Commissioner of HED (the "Commissioner"), or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer"), shall have discretion to extend any of the construction commencement and completion dates by issuing a written extension letter in response to a written request from the Owner. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 6. The Authorized Officer is 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 the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 7. The Authorized Officer is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts as shall be necessary or advisable in connection with the Project, including such other terms and conditions as may be approved in connection with the Project by the Authorized Officer. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub) Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Use (all as determined in the sole discretion of the Authorized Officer).

SECTION 8. Upon request by the Owner for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the Classification Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the commission shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination"). The City hereby determines and directs that the Class L incentive for the Building shall be administered by City staff as follows (this is in addition to any further requirements by the Assessor):

> After the Substantial Rehabilitation has been completed, the applicant will notify HED staff in writing, requesting certification. Certification of the project includes the final determination that the project and budget have been met as noted in Exhibit 2, except as otherwise approved by the Authorized Officer pursuant to Section 7 above. Upon request for certification, the applicant will also submit additional information to HED staff, as requested, to document the project and ownership at the time of this request

SECTION 9. No permit fee waiver(s) from the City related to the Project Real Estate shall be granted to the Owner or any successor in interest with respect to the Project Real Estate during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 10. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. This Ordinance shall be effective from and after its passage and approval.

EXHIBIT 1

(Subject to final current title and survey)

Legal Description

PARCEL 1:

LOTS 1, 2 AND 3 IN BOWEN'S SUBDIVISION OF LOT 4 IN BLOCK 1 IN FRACTIONAL SECTION 15TH ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4 AND 5 IN FRANKLIN SCAMMON'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN FRACTIONAL SECTION 15TH ADDITION TO CHICAGO ALL IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 1/2 OF THE PRIVATE ALLEY EAST OF AND ADJOINING PARCEL 2 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF THE SUBJECT LAND AS FOLLOWS:

(I) EASEMENT FOR LIGHT COURT OPEN AREAS FOR LIGHT AND VENTILATION FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AND SET FORTH IN THAT CERTAIN SUPPLEMENTAL PARTY WALL AGREEMENT, DATED APRIL 4, 1928, RECORDED MAY 2, 1928 AS DOCUMENT 10009129 IN BOOK 25750, PAGE 224.

(II) RIGHTS OF THE INSURED AS OWNER OF PARCEL 1 IN AND TO A PARTY WALL LOCATED ALONG THE NORTH PROPERTY LINE OF PARCEL 1 AND THE SOUTH PROPERTY LINE OF LOTS 1, 2 AND 3 IN FRANKLIN SCAMMON'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO UNDER THAT CERTAIN SUPPLEMENTAL PARTY WALL AGREEMENT, DATED MARCH 11, 1891, RECORDED MAY 13, 1891 AS DOCUMENT 1467578, AS MODIFIED BY THAT CERTAIN SUPPLEMENTAL PARTY WALL AGREEMENT, DATED APRIL 4, 1928, RECORDED MAY 2, 1928 AS DOCUMENT 10009129 IN BOOK 25750, PAGE 224.

(III) RIGHTS OF THE INSURED AS OWNER OF PARCEL 2 IN AND TO A SUB-BASEMENT PARTY WALL LOCATED ALONG THE EAST PROPERTY LINE OF PARCEL 2 AND THE WEST PROPERTY LINE OF LOTS 1, 2 AND 3 IN FRANKLIN SCAMMON'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO UNDER THAT CERTAIN INDENTURE, DATED JULY 27, 1905, RECORDED MAY 21, 1928 AS DOCUMENT 10040951 IN BOOK 27009, PAGE 436.

(IV) RIGHTS OF THE INSURED AS OWNER OF PARCEL 1 IN AND TO A PARTY WALL LOCATED ALONG THE SOUTH PROPERTY LINE OF PARCEL 1 UNDER THAT CERTAIN INDENTURE, DATED APRIL 15, 1891, RECORDED JANUARY 18, 1892 AS DOCUMENT 1598556 IN BOOK 3760, PAGE 396, AS MODIFIED BY THAT CERTAIN SEPTEMBER 3, 1891 AGREEMENT, AS MODIFIED BY THAT CERTAIN MEMORANDUM OF AGREEMENT, DATED MAY 5, 1899, RECORDED JUNE 12, 1899 AS DOCUMENT 2832351 IN BOOK 6696, PAGE 112.

(V) EASEMENT FOR THE BENEFIT OF THE INSURED AS OWNER OF PARCEL 1 AND PARCEL 2 TO USE IN COMMON WITH THE OTHER PROPRIETORS OF ORIGINAL LOT 1 IN BLOCK 1 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO THE PRIVATE ALLEY LAID OUT BY FRANKLIN SCAMMON'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO PURSUANT TO THAT CERTAIN INDENTURE, DATED JUNE 3, 1929, RECORDED JUNE 3, 1929 AS DOCUMENT 10388859 IN BOOK 26896, PAGE 465.

Permanent Index Number:

17-06-232-035-0000

Address Commonly known as:

12 South Michigan Avenue/71 East Madison Street
Chicago, Illinois, 60603

EXHIBIT 2

See attached Commission on Chicago Landmarks
Recommendation to the City Council

CITY OF CHICAGO
COMMISSION ON CHICAGO LANDMARKS
April 4, 2013

RECOMMENDATION TO THE CITY COUNCIL THAT A CLASS L REAL ESTATE TAX REDUCTION BE APPROVED FOR

12 South Michigan/71 East Madison
(Historic Michigan Boulevard District)

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation of the building at 12 South Michigan/71 East Madison (the "Building," and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, the Building is within the Historic Michigan Boulevard District, designated as a Chicago Landmark by the City Council of the City of Chicago (the "City Council") on April 4, 2002; now, therefore

THE COMMISSION ON CHICAGO LANDMARKS HEREBY:

1. Incorporates the above recitals; and

2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as Exhibits A and B respectively, that the Project meets or exceeds the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*; and

3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance;

4. Finds that the Building is a contributing building to the historic character of the Historic Michigan Boulevard District; and,

5. Recommends that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (7-0).

Rafael M. Leon
Chairman

Dated: 4/4/2013

EXHIBIT A

12 South Michigan/71 East Madison (Historic Michigan Boulevard District)
PROJECT BUDGET

	Non-Class L Eligible	Class L Eligible	Total
Hard Costs			
General Conditions	$2,070,195		$2,070,195
Dumpsters/Rubbish Containers	$160,875		$160,875
Periodic Clean-up / Rubbish Removal	$568,066		$568,066
~~Final Project Clean~~	~~$63,250~~		~~$63,250~~
Temp Protections/Barricades	$184,694		$184,694
Site & Logistics Planning/Access	$13,500		$13,500
Skip Hoist/Hoisting - all trade use (includes operator)	$701,581		$701,581
Interior Elevator Operator	$382,928		$382,928
Traffic Control	$55,075		$55,075
Trash Chute Rental & Maintenance	$65,300		$65,300
Permit Expeditor	$41,500		$41,500
BIM Coordinator/BIM Model	$43,450		$43,450
Laser Scanning	$25,000		$25,000
Surveying/As-Builts	$15,300		$15,300
Structural Engineering - Means & Methods	$48,000		$48,000
Overtime/Quick Ships/Schedule Accelerations/Extended GCs	$88,595		$88,595
Relocate Incoming Gas Service	$18,500		$18,500
Soils/Concrete/Steel Testing Serv.	$100,000		$100,000
Misc. Permit Fees (not Bldg permit)	$360,200		$360,200
Winter/Weather Conditions	$153,900		$153,900
Investigations	$25,000		$25,000
Salvage Existing Items	$37,123		$37,123
Mock-ups (Not Guest Rooms)	$30,000		$30,000
Dewatering	$20,350		$20,350
FDN Wall Epoxy Injection - Mich. Bsmnt		$20,000	$20,000
MEP Cut/Patch/Infill Existing Structure		$135,500	$135,500
Party Wall Masonry Repairs		$22,500	$22,500
Structural Deck Strengthening/Reinforcement		$382,350	$382,350
Beam Pockets/Strct. Open's-Create/Patch as necess.		$158,875	$158,875
Exterior Repairs - Due to Settling and Rework to Structure		$15,000	$15,000
Exist. Subbasement Stair Repairs/Mods.		$7,150	$7,150
Temp Roofs	$131,057		$131,057
Floor Prep/Latexing		$187,863	$187,863
Concrete Topping Systems		$138,000	$138,000
Access Panels/Hatches		$21,600	$21,600
Existing Elev Shaft Repairs/Mods		$123,900	$123,900
Construction Elevator Maintenance		$50,400	$50,400
Fireplace Restoration - Flues/Venting		$78,500	$78,500
MEP Temp-In/Relocations/Conflict Resolution/Logistics		$75,000	$75,000
Canopies/Scaffolding/Catch Decks - multiple trade use	$150,000	$130,500	$280,500
Demolition	$1,798,400.0	$449,600	$2,248,000
Abatement	$952,000	$238,000	$1,190,000
Shoring / Bracing / Needling / Retention		$123,100	$123,100
Excavation		$61,732	$61,732
Asphalt		$14,100	$14,100
Infill Vaulted Sidewalk/Alley & Construct ComEd Vault		$295,983	$295,983
Concrete		$701,494	$701,494
Masonry		$525,060	$525,060
Masonry Restoration - Critical Inspection Priority 1 items (includes cleaning of Mich and Madison facades)		$3,131,200	$3,131,200
Structural Steel/Misc. Steel		$2,500,000	$2,500,000
Carpentry		$300,079	$300,079
Waterproofing		$29,950	$29,950
Spray Fireproofing		$235,950	$235,950
Roofing		$362,410	$362,410
Green Roofs		$61,200	$61,200
Roof Pavers		$34,850	$34,850
Metal Panel Cladding -concrete shear wall shaft		$32,007	$32,007
Davit/Roof Anchor Systems		$94,419	$94,419
Caulking / Sealants		$23,750	$23,750
Bldg Movement/Expansion Joints		$24,550	$24,550
Hollow Metal/Hardware		$102,000	$102,000
Skylights		$142,350	$142,350
Specialty Doors / Auto Doors		$86,200	$86,200
Aluminum/Glazing/Storefronts/Transaction		$266,300	$266,300
Entrance Canopies - Historic Replicas		$741,000	$741,000
Wd Windows - Restoration/Replicas		$1,060,825	$1,060,825

New Replacement Windows		$1,185,283	$1,185,283
Drywall		$187,110	$187,110
Exterior Louvers/Intakes		$23,400	$23,400
Fire Escape Restoration		$67,899	$67,899
Elevators		$1,860,000	$1,860,000
Mechanical-Duct/Piping/T&B/TC		$3,325,382	$3,325,382
Plumbing		$1,114,751	$1,114,751
Fire Protection		$617,500	$617,500
Electrical/Fire Alarm/Tele-data/POS Raceways		$2,249,813	$2,249,813
Guest Rooms & Assoc. Corridors - Interiors		$10,206,504	$10,206,504
Guest Rooms & Assoc. Corridors - Interiors (Finishes Only)	$2,239,850		$2,239,850
Mock-up Guest Rooms	$200,000		$200,000
Madison Street 2nd Floor Windows		$75,000	$75,000
Back of House Areas - Interiors		$1,677,636	$1,677,636
Back of House Areas - Interiors (Finishes Only)	$393,520		$393,520
Public Areas - Interiors		$5,114,945	$5,114,945
Public Areas - Interiors (Finishes Only)	$1,379,605		$1,379,605
Restoration Work - Existing Historical Spaces		$527,300	$527,300
Roof Terrace & Addition - Interiors		$631,415	$631,415
Roof Terrace & Addition - Interiors (Finishes Only)	$180,610		$180,610
Bldg Permit Allowance		$328,480	$328,480
Fee		$629,586	$629,586
Insurance - G/L and Subguard		$787,019	$787,019
Contingency		$2,824,585	$2,824,585
Furniture, Fixtures and Equipment	$15,000,000		$15,000,000
Total Hard Costs	**$27,697,424**	**$46,618,855**	**$74,316,279**
Soft Costs			
Architectural/Engineering Design Fees		$2,730,000	$2,730,000
Project Management Consultants		$496,000	$496,000
Miscellaneous Soft Costs/Interior Design	$1,274,000		$1,274,000
Contingency		$6,450,000	$6,450,000
Total Soft Costs	**$1,274,000**	**$9,676,000**	**$10,950,000**
Total Project Costs	**$28,971,424**	**$56,294,855**	**$85,266,279**

EXHIBIT B

12 South Michigan/71 East Madison (*Historic Michigan Avenue District*)
SCOPE OF THE WORK

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580 et seq. of the Municipal Code of Chicago.
- The review and approval of the Commission.
- The U.S. *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings* (the "Standards") and the *Guidelines for Alterations to Historic Buildings and New Construction*, adopted by the Commission on March 7, 1992.
- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.
- Drawings prepared by Hartshorne Plunkard Architecture (dated 3/19/13) and Wiss, Janney, Elstner Associates, Inc. (dated 3/22/13) and any Commission/PRC conditions of approval.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required Work.

Exterior:
Work shall include:

- Restoration of leaded-glass windows
- Window replacement of non-historic windows to match historic configuration for East and North street-facing facades
- Installation of new windows at 2nd-floor of North façade based on historic configuration
- New entrance doors and storefronts
- Installation of vegetative 'green' roof over 50% of the net roof area of the building
- Architectural accent lighting

Masonry (all work and quantities as identified on WJE drawings):

- Façade cleaning (floors 1-19) for East and North street-facing facades only
- Masonry repairs including tuckpointing, dutchmen, sealing, and pinning
- Rebuilding of corner brickwork and parapets
- Replacement as required of window heads (approximately 25%)
- Replacement of strapping at limestone tracery to limit visibility on East façade
- Coating of mismatched mortar patches and exposed steel to match masonry color and finish for East facade
- Replacement of mis-matching sealant and mortar with new sealant and mortar to match historic colors for East and North street-facing facades only
- Removal of existing parge coating and replacement of deteriorated brick at lightcourt facades

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

CAA Hotel Owner LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [x] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: c/o AJ Capital Partners, LLC
621 W. Randolph, Suite 4
Chicago, IL 60661

C. Telephone: (312)506-6002 Fax: (312)275-1070 Email: aw@ajcpt.com

D. Name of contact person: Andrew J. Weprin

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

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[x] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
AJCP CAA Manager LLC	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
12 South Michigan Partners, LLC	c/o Geolo Capital Pier 5, Suite 102 The Embarcadero San Francisco, CA 94111	47.50%
Agman CAA Holdings, LP	11 EAST WALTON STREET UNIT 5100 CHICAGO, IL 60611	47.50%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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.

City of Chicago Economic Disclosure Statement
Applicant and Disclosing Party: CAA Hotel Owner LLC
Matter: Approval of Class L application for property located at 12 S. Michigan/71 E. Madison

List of Retained Parties (Section IV of EDS)

Name	Business Address	Relationship	Fees
DLA Piper LLP (US)	203 N. LaSalle Street Suite 1900 Chicago, IL 60601	Attorney	$25,000 (est.)
MacRostie Historic Advisors, LLC	53 W. Jackson Blvd. Suite 1323 Chicago, IL 60604	Historic Consultant	$15,000 (est.)
Hartshorne Plunkard Architecture	232 N. Carpenter St. Chicago, IL 60607	Architect	$50,000 (est.)
Jones Lang LaSalle	200 E. Randolph St. 47N02 Chicago, IL 10012	Project Manager	$50,000 (est.)
KJWW	231 S. LaSalle Street Suite 600 Chicago, IL 61201	Engineering (MEP/FLS)	$25,000 (est.)
Wiss, Janney, Elstner Associates, Inc.	10 S. LaSalle Suite 2600 Chicago, IL 60603	Engineering (Façade)	$25,000] (est.)
Forefront Structural Engineers	228 S. Wabash Ave. Suite 300 Chicago, IL 60604	Engineering (Structural)	$[25,000 (est.)
Sarnoff & Baccash, LLC	1 N. LaSalle St. Suite 1920 Chicago, IL 60602	Attorney	$5,000 (est.)
JHF Consulting	8844 Ozark Ave. Morton Grove, IL 60053	Environmental Consultant	$5,000 (est.)
Laube Companies	200 S. Wacker Dr. Suite 3100 Chicago, IL 60606	Financial Consultant	$5,000 (est.)

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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

CAA Hotel Owner LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Benjamin Wegrin
(Print or type name of person signing)

~~Authorized Signatory~~ Board Representative
(Print or type title of person signing)

Signed and sworn to before me on (date) 4.22.2013,
at Cook County, IL (state).

Jean A Shore Notary Public.

Commission expires: 12-5-2016.

Official Seal
Jean A Shore
Notary Public State of Illinois
My Commission Expires 12/05/2016

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

AJCP CAA Manager LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [x] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: CAA Hotel Owner LLC

B. Business address of the Disclosing Party: 621 W. Randolph, Suite 4
Chicago, IL 60661

C. Telephone: (312)506-6002 Fax: (312)275-1070 Email: aw@ajcpt.com

D. Name of contact person: Andrew J. Weprin

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

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Adventurous Journeys Manager LLC	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Adventurous Journeys LLC	621 W. Randolph, Suite 4 Chicago, IL 60661	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

AJCP CAA Manager LLC

(Print or type name of Disclosing Party)
By: Adventurous Journeys Manager LLC, its Manager

By: _____
(Sign here)

Benjamin Weprin

(Print or type name of person signing)

Manager

(Print or type title of person signing)

Signed and sworn to before me on (date) 4-22-2013,
at Cook County, IL (state).

Jean A Shore Notary Public.

Official Seal
Jean A Shore
Notary Public State of Illinois
My Commission Expires 12/05/2016

Commission expires: 12-5-2016.

*Not completed by the Disclosing Party, per the instructions in bold below.

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APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

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

Adventurous Journeys Manager LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [x] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: CAA Hotel Owner LLC

B. Business address of the Disclosing Party: 621 W. Randolph, Suite 4
Chicago, IL 60661

C. Telephone: (312)506-6002 Fax: (312)275-1070 Email: aw@ajcpt.com

D. Name of contact person: Andrew J. Weprin

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

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Benjamin Weprin	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Benjamin Weprin	621 W. Randolph, Suite 4 Chicago, IL 60661	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

_____

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Adventurous Journeys Manager LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Benjamin Weprin
(Print or type name of person signing)

Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) 4-22-2013,
at Cook County, IL (state).

Jean A Shore Notary Public.

Official Seal
Jean A Shore
Notary Public State of Illinois
My Commission Expires 12/05/2016

Commission expires: 12-5-2016.

*Not completed by the Disclosing Party, per the instructions in bold below.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

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

12 South Michigan Partners, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [x] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: CAA Hotel Owner LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: c/o Geolo Capital
Pier 5, Suite 102
The Embarcadero
San Francisco, CA 94111

C. Telephone: (415)694-5823 Fax: (415)694-5819 Email: jg@geolo.com

D. Name of contact person: John Greene

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. (Include project number and location of property, if applicable):

Approval of Class L designation for property located at 12 S. Michigan/11 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Joie de Vivre Properties, LP	Sole Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Joie de Vivre Properties, LP	The Embarcadero Pier 5, Suite 102 San Francisco, CA 94111	100%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [x] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [x] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

12 South Michigan Partners, LLC

(Print or type name of Disclosing Party)
By: Joie de Vivre Properties LP, its Sole Member

By: Thomas M. Gottlieb
(Sign here)

Thomas M. Gottlieb

(Print or type name of person signing)

~~Authorized Signatory~~ Manager

(Print or type title of person signing)

Signed and sworn to before me on (date) _____,
at _____ County, _____ (state).

_____ Notary Public

Commission expires: _____

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 23rd day of April, 2013, by Thomas M. Gottlieb,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOHN T. GREENE
Commission # 1945321
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2015

(Seal)

Signature

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Joie de Vivre Properties, LP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [x] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: CAA Hotel Owner LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: Pier 5, Suite 102
The Embarcadero
San Francisco, CA 94111

C. Telephone: (415)694-5823 Fax: (415)694-5819 Email: jg@geolo.com

D. Name of contact person: John Greene

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

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[X] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Gecic GP, LLC	General Partner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Geolo Capital II, LP	Pier 5, Suite 102 The Embarcadero San Francisco, CA 94111	99.9%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

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

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

N/A

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

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Joie de Vivre Properties, LP
(Print or type name of Disclosing Party)

By: Thomas M Gottlieb
(Sign here)

Thomas M. Gottlieb
(Print or type name of person signing)

~~Authorized Signatory~~ Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) _____,
at _____ County, _____ (state).

_____ Notary Public.

Commission expires: _____

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 23rd day of April, 2013, by Thomas M. Gottlieb,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOHN T. GREENE
Commission # 1945321
Notary Public - California
San Francisco County
My Comm. Expires Jul 24, 2015

(Seal)

Signature

*Not completed by the Disclosing Party, per the instructions in bold below.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Geolo Capital II, LP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: CAA Hotel Owner LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: Pier 5, Suite 202
The Embarcadero
San Francisco, CA 94111

C. Telephone: (451) 694-5823 Fax: (415) 694-5819 Email: jg@geolo.com

D. Name of contact person: John Greene

E. Federal Employer Identification No. (if you have one): _____

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[X] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Thomas M. Gottlieb	Manager
James G B DeMartini III	Manager
Geolo GP LLC	General Partner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
DC(Pere Ubu), LP	Pier 5, Suite 102 The Embarcadero San Francisco, CA 94111	99.9%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded,** proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Geolo Capital II, LP
(Print or type name of Disclosing Party)

By: Thomas M Gottlieb
(Sign here)

Thomas M. Gottlieb
(Print or type name of person signing)

~~Authorized Signatory~~ Manager
(Print or type title of person signing)

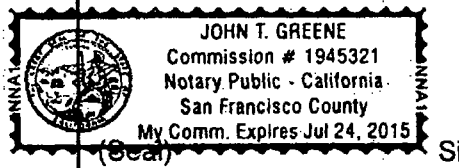
Signed and sworn to before me on (date) _____,
at _____ County, _____ (state).

_____ Notary Public.

Commission expires: _____.

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 23rd day of April, 2013, by Thomas M. Gottlieb,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

*Not completed by the Disclosing Party, per the instructions in bold below.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

~~Lewis M. Linn, Trustee of~~ Dealer's Choice Trust

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [x] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: CAA Hotel Owner LLC
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 3555 Timmons Lane, Suite 800
Houston, TX 77027

C. Telephone: (713) 624-5501 Fax: (713) 623-2317 Email: LLINN@TimmonsAdvisors.com

D. Name of contact person: Kris Anderson

E. Federal Employer Identification No. (if you have one): _____

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[x] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Lewis M. Linn	Trustee

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
John A. Pritzker	Pier 5 The Embarcadero #102 San Francisco, CA 94111	100%

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?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [x] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [x] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded,** proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

~~Lewis M. Linn, Trustee of~~ Dealer's Choice Trust
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Lewis M. Linn
(Print or type name of person signing)

Trustee
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Harris County, Texas (state).

_____ Notary Public.

Commission expires: 4/26/2015.

KRISTINE A. ANDERSON
MY COMMISSION EXPIRES
April 26, 2015

*Not completed by the Disclosing Party, per the instructions in bold below.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

DC(Pere Ubu), LP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] **the Applicant**
   OR
2. [x] **a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:** CAA Hotel Owner LLC
   OR
3. [ ] **a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:** _____

B. Business address of the Disclosing Party: Pier 5, Suite 102
The Embarcadero
San Francisco, CA 94111

C. Telephone: (415)694-5823 **Fax:** (415)694-5819 **Email:** jg@geolo.com

D. Name of contact person: John Greene

E. Federal Employer Identification No. (if you have one): _____

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):

Approval of Class L designation for property located at 12 S. Michigan/71 E. Madison

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ **and Contract #** _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[x] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Dealer's Choice (Para Vbu), LLC	General Partner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
~~Lowe Mr. Sidney, President of~~ Dealer's Choice Trust	1555 Timmons Lane, Suite 800 Houston, TX 77027	99.9%

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [x] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

DC (Pere Ubu), LP
(Print or type name of Disclosing Party)
By: Dealer's Choice (Pere Ubu), LLC, its General Partner
By: _____
(Sign here)

Lewis M. Linn
(Print or type name of person signing)

Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) April 29, 2013,
at Harris County, Texas (state).

Kristine A. Anderson Notary Public.

Commission expires: 4/26/2015.

KRISTINE A. ANDERSON
MY COMMISSION EXPIRES
April 26, 2015

*Not completed by the Disclosing Party, per the instructions in bold below.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

City of Chicago

O2013-3350

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Renewal of contract with DePaul University regarding public way and freight tunnel use
Committee(s) Assignment:	Committee on Transportation and Public Way

TRANSP_

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing a renewal of a contract with DePaul regarding public way and freight tunnel use.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems consisting of fiber optic and copper cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems in the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, DePaul University (the "Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Grantee received permission and authority to maintain and operate as constructed a two-way high-speed private line telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease to Third Parties (as hereinafter defined), nor with the objective of generating revenues or profits from the City Council of the City of Chicago (the "City Council") by an ordinance adopted by the City Council on July 31, 1990 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date at pages 19516 through 19542 (the "Prior Ordinance") as amended by an ordinance adopted by the City Council on May 19, 1993 and published in the Journal of such date at pages 32454 through 32486 (the "Amendment") as further amended by an ordinance adopted by the City Council on June 14, 1995 and published in the Journal of such date at pages 3192 through 3241 (the "Second Amendment") as further amended by an ordinance adopted by the City Council on May 14, 1997 and published in the Journal of such date at pages 44348 through 4362 (the "Third Amendment"); as further amended by an ordinance adopted by the City Council on October 4, 2006 and published in the Journal of such date at pages 86515 through 87585 (the "Fourth Amendment"); and

WHEREAS, Pursuant to Section 2.4 of the Prior Ordinance, Grantee wishes to renew, preserve and extend the privileges to use the authorized routes; and

WHEREAS, Grantee's telecommunications system will be used solely to further the tax exempt and/or not-for-profit purpose of Grantee and not for sale, resale, exchange or lease to Third Parties nor with the objective of generating revenues or profit; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Definitions.

Section 1.1

"Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

Section 1.2

"Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars ($6.00) per linear foot of Cable Conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes in the Public Ways of the City.

Section 1.3

"Authorized Routes" shall mean the linear routes within specified Public Ways and the Chicago Freight Tunnels Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

Section 1.4

"Cable Conduit" shall mean the per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes.

Section 1.5

"Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-280 of the Code in order to operate, including but not limited to any system consisting of a set of closed transmission paths with associated signal generation and/ or reception and control equipment designed to distribute the following services to members of the public who subscribed therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programing provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally, and (3) incidental subscriber interaction required for the selection of such programming and information.

Section 1.6

"Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 6 attached hereto and made a part hereof.

Section 1.7

"Code" shall mean the Municipal Code of Chicago, as amended.

Section 1.8

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A contractor may be an Affiliate.

Section 1.9

"Copper Cables" shall mean the copper telecommunications cables, existing or planned which Grantee is authorized to use as constructed or to install as part of its System.

Section 1.10

RESERVED.

Section 1.11

"Fiber Optic Cables" shall mean Grantee's fiber optic telecommunications cables authorized to be used in the certain portions of the Chicago Freight Tunnels and certain portions of the Public Ways as described in Exhibit 1.

Section 1.12

"Interoffice Telecommunications Services" or "Services" shall mean the transmission of primarily networked communications signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the System), provided that the term "Services" shall not include: (i) the provision of programming and other services that would constitute Grantee's System as a Cable Television System. (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties, or (iii) the operation of a public switched network. The term "Services", as used herein, shall include the transmission and distribution of internal educational audio and visual programming described in Section 2.1.3. The limitation concerning "operation of a public switched network", as used herein, shall not preclude, restrict or limit interconnection of the Grantee's System to any public switched telephone network or other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

Section 1.13

"Interoffice Telecommunications System" or "System" shall mean a system occupying seven thousand seven hundred nineteen (7,719) linear feet (comprised of nineteen thousand three hundred ninety-six (19,396) linear feet of Cable Conduit, along the Authorized Routes described in Exhibit 1, consisting of fiber optic cable conduit and copper cable conduits designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and services and appurtenances; provided that no portion of a System shall constitute all or any portion of a Cable Television System, or shall he used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or Third Parties.

Section 1.14

"Not-For-Profit Private Telecommunications System" or "System" shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to Grantee's facilities for its use and not with the intent of generating profits. which System uses electromagnetic, including light transmission, all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that without further approval of the City, no portion of Grantee's System shall (i) constitute all or any portion of a Cable Television System, (ii) constitute a public switched network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

Section 1.15

"Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way, including public utility easement or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System.

Section 1.16

"Risk Management" shall mean the Office of City Comptroller's Risk Management.

Section 1.1 7

Third Parties" shall mean any individual, partnership, corporation or entity other than Grantee.

SECTION 2. Grant Of Rights; Restrictions.

Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to operate and maintain as now constructed its System, along the Authorized Routes, on the terms and conditions set forth herein, within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not, without further approval of the City, authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

2.1.2

Grantee is expressly permitted to provide Interoffice Telecommunications Services subject to the following limitations: (1) Grantee's System facilities are dedicated for its internal use, (2) Grantee's operation of its System is not conducted for profit or with the objective of generating revenues or profits, and (3) Grantee does not operate or maintain a public switched network.

2.1.3

The granting of this ordinance and the exercise of any privileges hereunder does not waive or extinguish any rights the City may have to regulate or charge for portions of Grantee's System not located in the Authorized Routes which, in fact, are located in the Public Ways. This reservation obtains regardless of the original basis for permission for the installation of such portions of Grantee's System.

2.1.4 Right of Renegotiation.

The City, acting through its Commissioner of the Department of Business Affairs and Consumer Protection (the "BACP"), reserves the right to renegotiate and amend any or all provisions of this ordinance at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 8.4, the BACP shall determine that Grantee operates its System substantially for other than the not-for-profit or charitable purposes of the Grantee. Before requiring renegotiation and amendment of this ordinance pursuant to this section, the BACP shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear before the BACP to show cause why the ordinance should not be amended. After such meeting if the BACP reaffirms the necessity of renegotiation, and no agreement is reached by the parties within six (6) months of the meeting, the BACP may suspend or revoke the permit described in Section 11.2.

2.1.5 Right of Termination.

The City may terminate or require Grantee's rights to be terminated under the Agreement at any time if the City determines Grantee is, in fact, operating a Cable Television System or is operating its System for substantially other than the not-for-profit or charitable purposes of Grantee.

Section 2.2 Term And Expiration Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the City Council (the "Expiration Date").

Section 2.3 Interim and Expiration In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this ordinance and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this ordinance shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director for a term not to exceed sixty (60) days, after which time this ordinance shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the BACP determines such terms or such renewal are not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection by the City Council in its sole discretion.

Section 2.5 Location of Authorized Routes.

Grantee's System may extend for a total distance of seven thousand seven hundred nineteen (7,719) linear feet comprised of nineteen thousand three hundred ninety-two (19,396) linear feet of Cable Conduit along the Authorized Routes as set forth in Exhibit 1.

Section 2.6 Acts Or Omissions Of Other Entities.

During the term of this ordinance, Grantee (and not the City) shall be liable for any costs incurred by the City or Third Parties for damage to any City facilities in the Public Ways caused by the acts or omissions of any entity employed or otherwise authorized by Grantee when such entity is involved, directly or indirectly, in the installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature of Limitation of Rights Granted.

Section 3.1 Right Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other entity for use of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the Grantee's rights and not unduly interfere with those rights.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, upon notice given as provided in Section 3.3.2 the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof, provided Grantee shall be given the opportunity, if feasible, to relocate its systems within the Public Way as provided in Section 3.3.2.

3.3.2 Removal and Relocation.

The City reserves the right to exercise its police or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. Grantee acknowledges that the City has predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including, but not limited to, the use of the Authorized Routes for public transportation purposes.

The permit referred to in Section 11.1 maybe amended or revoked in whole or in part by the BACP whenever the BACP or the Commissioner of the Department of Transportation considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation provided advance notice is given and such removal or relocation is required for a proper public purpose. Upon thirty (30)

days written notice to Grantee of partial or complete revocation of such permit from the BACP, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period maybe extended by the BACP at his or her sole discretion. In the event that Grantee does not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereof) described in the preceding sentence, the BACP may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services. In an emergency, as determined by the Commissioner of the Department of Transportation, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. Upon receipt of such notice, City and Grantee shall provide for such removal or relocation as promptly as possible within such time frame as shall be reasonable and Grantee shall diligently proceed on such agreed-on basis. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the BACP of abandoning the portion of its System to be removed or relocated and deleting such portion from the Authorized Routes. Any relocation or abandonment of Grantee's System pursuant to this Section 3.3.2 shall be conducted with the approval of the CDOT and shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate government authority and upon reasonable notice, depending on the circumstances, but not, in any case, less than thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's

present or reasonably anticipated future needs. The Commissioner of the Department of Transportation is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burden any portion of the Public Ways, now or in the future, Grantee shall be required either to modify its System, or to take such actions as the Commissioner of the Department of Transportation shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Transportation and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

SECTION 4. Change Of Control Or Transfer.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

Other than pursuant to a Permitted Transfer as hereinafter defined, the rights granted pursuant to this ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its System, or any portion thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or in any other manner transfer, lease or assign in any manner any conduit space occupied by its System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease, assignment or other transfer not made according to the procedures set forth in Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease, assignment or other transfer in bulk of a major portion of the tangible assets of Grantee other than pursuant to a Permitted Transfer shall be considered a transfer subject to the provisions of this Section 4. Notwithstanding anything in this Section 4.1.1, Grantee may form a wholly-owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the BACP as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.2 Authorization by City Council.

Any transfer ("Permitted Transfer") described in Section 4.1.1 authorized by a bill of sale or similar document. an executed copy of which shall be filed with the BACP within thirty (30) days after any such transfer. Provided, however, that the transferee must agree to comply with this ordinance and amendments thereto, and must be able to provide proof of its legal. technical. financial and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154 of the Code and provide such other certifications as the City shall require.

4.1.3 Disclosure of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the BACP the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or any transferee or assignee permitted hereunder, within thirty (30) days of any such transaction. shall file an amendment to the foregoing statement of ownership interest with the BACP in the event ownership often percent (10%) or the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

SECTION 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance. Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of [One Hundred and Sixteen Thousand Three Hundred Seventy Six Dollars ($116,376.00)] on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable within thirty (30) days after passage of this ordinance.

Section 5.2 Separate Charge.

Payment by Grantee to the City of the Annual Fee is separate from and in addition to any and all federal, state, local and municipal taxes. as may be due which are separate and distinct obligations of Grantee.

Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court agency or other authority of competent jurisdiction takes any action or makes any declaration. That adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, repair, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

SECTION 6. Insurance and Indemnification.

Section 6.1 Insurance.

Prior to issuance of the permit described in Section 11.1 and at all times during the term of this ordinance, and thereafter, during such time as may be required to remove Grantee's System and restore the Authorized Routes to their prior condition, Grantee shall obtain, pay all premiums for, and file with Risk Management on the City's standard Certificate of Insurance form attached hereto as Exhibit 2, of the insurance coverages covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's System specified below:

(A) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this ordinance and Employer's liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

(B) Commercial Liability Insurance.

Commercial Liability Insurance or equivalent with limits of not less than Five Million Dollars ($5,000,000) per occurrence, combined single limit for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, cross liability and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work. Any self-insured retention provision must be approved in advance by Risk Management.

(C) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or C.T.A. rapid transit facilities property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance in the name of the transit entity shall be provided. The policy shall have limits of not less than Two Million Dollars ($2,000,000) per occurrence, combined single limit and Six Million Dollars ($6,000,000) in the aggregate, for losses arising out of injuries to or death of any and all persons, and for damages to or destruction of property, including the loss of use thereof. In lieu of providing Railroad Protective Insurance, the exclusion for work around railroads in the Commercial Liability Insurance set forth in (B) above may be deleted.

(D) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(E) Professional Liability Insurance.

Any work on Grantee's System done within the Chicago Freight Tunnels must have Professional Liability Insurance.

When any architects, engineers, or consulting firms or construction management firms perform work in connection with this ordinance, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars ($5,000,000). Coverage extension shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or proceeds, 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.

In lieu of purchasing the above coverages, Grantee may file a Certificate of Self-Insurance provided that such Certificate is satisfactory to Risk Management.

Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change or not to renew such policy to both Risk Management and the Grantee, and Grantee shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of termination notice. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the ordinance have been fully met or that the insurance policies indicated on the certificates are in compliance with all the ordinance requirements. The failure of the City to obtain certificates or other insurance evidence from the Grantee shall not be deemed to be a waiver by the City. The Grantee shall advise all insurers of the ordinance provisions regarding insurance. Nonconforming insurance shall not relieve Grantee of its obligation to provide insurance as specified herein. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished. The foregoing requirements are

supplementary to requirements for insurance set forth in Chapter 10-20, et seq., of the Code. To the extent such requirements are not included herein, Grantee shall also meet such requirements of the Code, Chapter 10-20, et seq.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 or if Grantee's financial condition materially and adversely changes, Risk Management may, at any time, require that such insurance policy provisions be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in this Section 6 inadequate, Risk Management reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days written notice to Grantee in order to ensure adequate protection for the City. Within sixty (60) days after such notice. Grantee shall increase such limits to an amount equal to or greater than the increased minimum amounts.

Section 6.6 Subcontractors.

The Grantee shall require all Contractors to carry the insurance required herein. or Grantee may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Section 6.7 Deductibles And Retentions.

Any and all deductibles or self-insured retentions on referenced insurance coverage shall be bourne by Grantee or its Contractors.

Section 6.8 Waiver Of Subrogation.

Grantee and any of Grantee's Contractors agree that all insurers issuing coverage related to Section 6 shall waive rights of subrogation against the City, including its appointed and elected officials, representatives, agents and employees.

Section 6.9 No Excuse From Performance.

None of the provisions contained herein, nor the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies. Any insurance protection furnished by the Grantee hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this ordinance.

Section 6.10 No Contribution.

Grantee expressly understands and agrees that any insurance or selfinsurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Grantee under the Agreement.

Section 6.11 No Effect Of Indemnities.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Section 6.12 Higher Coverages.

If Grantee, or its Contractors, desire additional coverage, higher limits of liability, or other modifications for its own protection, the Grantee and each of its Contractors, shall be responsible for the acquisition and cost of such additional protection.

Section 6.13 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, agents and employees (collectively, the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims. losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively, referred to as "Claims") arising out of, caused by or directly resulting from the grant of rights pursuant to the ordinance and Grantee's installation, maintenance and operation of its System; provided that the Indemnified Parties may not be indemnified to the extent a court of final adjudication determines that a Claim or portion thereof has been caused by negligence of the City. The City shall have the right, at its option and at Grantee's expense to participate in the defense of any suit without relieving Grantee of any of its obligations under this section. The term "Claim" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workers' Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition of its acceptance. to

understand and agree that the insurance required by Section 6 of this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to all out-of-pocket expenses of the Indemnified Parties, such as reasonable attorneys' fees, and shall also include the reasonable value of any services rendered by the Corporation Counselor his or her other assistants or any consultants, employees or agents of the City. The indemnities contained in this section shall survive the expiration or repeal of the ordinance.

SECTION 7. Construction And Installation Of Grantee's System.

Section 7.1 Construction And Installation Procedures; Letter Of Credit.

(A) Grantee shall not access the public ways to construct. install or modify its System without prior approval of the Commissioner of the Department of Transportation. the issuance of a permit therefor and the payment of applicable permit fees. Grantee shall also obtain a public work license under Chapter 10-20 of the Code if required thereunder and a letter of credit in such amounts as may be required under said Chapter 10-20 and attendant regulations. Grantee shall submit to the Commissioner of the Department of Transportation documents which set forth the project purposes, specifications, exact proposed locations, standards and procedures for construction and installation of its System including size and depth of conduits and cables (the "Construction Documents"). Said specifications, standards and procedures shall be consistent with the applicable standards of the telecommunications industry and shall at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said Construction Documents shall be submitted to the Commissioner of the Department of Transportation for review and approval prior to commencement of construction. installation or modification of Grantee's System and shall be modified as said Commissioner may require in the interest of public safety or to comply with applicable provisions of the Code and City regulations or where mutually agreed on by the City and Grantee. Any application for permits shall he subject to compliance with the Board of Underground procedures and the guidelines set forth in Section 19 of this ordinance and the modification, to the extent deemed necessary by the Commissioner of the Department of Transportation of any Construction Documents to comply with such procedures and guidelines, and of any requirements for a letter of credit pursuant to Chapter 10-20 of the Code and attendant regulations.

(B) Grantee shall provide the City with an irrevocable unconditional letter of credit in the form attached hereto as Exhibit 7, in the principal amount of Five Thousand Dollars ($5,000) naming the City as beneficiary. Said letter of credit (or any replacement letter of credit) shall be provided for the length of this ordinance and for such period of time thereafter as is required by Chapter 10-20 of the Code and attendant regulations. Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this ordinance and compliance with all orders, licenses, permits and directions of any agency, commission, board,

department, division or office of the City having jurisdiction over Grantee's acts or defaults under this ordinance and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's System. Such letter of credit may be drawn upon under either of or both of the following circumstances:

1. in the event the Grantee: (i) has failed to pay the City any compensation due the City within the time fixed in this ordinance; or (ii) has failed to repay the City within ten (10) days of any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this ordinance (except for matters covered under Chapter 10-20 of the Code); or (iii) has failed after three (3) days notice to Grantee of such failure to comply with any provisions of this ordinance which the Office of the City Comptroller (the City Comptroller) has reasonably determined can be remedied by a draw on the letter of credit, the City can immediately draw up to the amount thereof outstanding, with interest and penalties, if any, from the letter of credit. Upon such demand for payment, the City shall notify the Grantee of the amount thereof; and

2. under such circumstances and subject to such conditions which are set forth in Chapter 10-20 of the Code, attendant regulations, and any license required thereunder for public way work.

(C) The letter of credit called for in this ordinance shall be issued by a financial institution authorized to do business in Illinois that is an insured depository institution (as defined in 12 U.S.C. §1813) and satisfactory to the City Comptroller. The financial institution issuing the letter of credit shall be located or have a branch within the City and shall carry an investment grade rating from a major rating company. The City shall be entitled to draw on any letter of credit provided the City which expires (either by its terms or because of non-renewal) on a date prior to the termination date of this ordinance at least thirty (30) days prior to the expiry date thereof unless either (i) proof of renewal of such letter of credit satisfactory to the City's Departments of Transportation and City Comptroller has been furnished to the City or (ii) a replacement letter of credit has been approved by the City's Departments of Transportation and City Comptroller prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this ordinance until the letter of credit is furnished. If the financial condition of any letter of credit issuer issuing a letter of credit pursuant hereto materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with such other letter of credit consistent with the requirements set forth in this section. Grantee shall not materially change or alter the terms or conditions of the letter of credit referred to herein or replace or cancel said letter of credit without prior approval of the City's Risk Management Office. None of the provisions contained herein nor the letter of credit required herein shall be construed to excuse the faithful performance by the Grantee of the terms and conditions of this ordinance or limit the

liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such letter of credit.

Section 7.2 Maintenance Requirements And Standards.

7.2.1 In General.

Grantee shall maintain and operate, as now constructed, its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Transportation and the Buildings Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

(A) U.L. Code (latest edition).

(B) Applicable provisions of the Code.

(C) Written standards of the Department of Transportation and the Buildings Department applicable to Grantee's installation, operation and maintenance of its Systems.

7.2.3 "As Built" Drawings.

Grantee shall update its as-built drawings previously filed with the City within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways and submit such updated drawings to the Commissioner of the Department of Transportation. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.4 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost.

7.2.5 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not install any new, different or additional conduits or other facilities for its Systems without approval of the City and any other applicable governmental agency. If Grantee is using existing conduit owned by any other person, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning the existing conduit and any applicable tariffs.

7.2.6 Adjoining Property Owners.

All Grantee's System shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe condition and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain and use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisance to the public. Suitable barricades, flags, lights or other devices shall be used at such time and place as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of, or any specifically permitted or licensed use of, the Public Ways.

7.2.7 Adjustment of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public and private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments, to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.8 Electrical Permit.

All installation work for Grantee's System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair the Public Ways, including sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Transportation may suspend or revoke any permit issued by the Department of Transportation or take any action he or she deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

The provisions contained in this Section 7 are supplemental to and not in substitution of applicable provisions of Chapter 10-20, et seq. of the Code and attendant regulations, including the procurement of a letter of credit consistent with and pursuant to Chapter 10-20 of the Code and attendant regulations. Issuance of a permit by the Commissioner of the Department of Transportation as to the installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code (including said Chapter 10-20) and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other applicable City departments (such as the Department of Streets and Sanitation and the Buildings Department) in a timely fashion when and as required by the Code.

SECTION 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make. at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals. Grantee will accommodate the City's monitoring needs by providing the City Comptroller and the Department of Transportation a map and the "as built" drawings required by Section 7.2.3 which Grantee shall update annually or indicate "no change" (as the case may be) and shall submit these documents to the City at the time of Grantee's payments of its Annual Fee. These documents submitted will identify the locations of all terminals and junction boxes, and the linear footage of each portion of Grantee's System located in the Public Ways.

Section 8.2 Physical Audit.

In the event that the City Comptroller has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the City Comptroller may send its own personnel, or hire an engineering firm of the Comptroller's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3 of this ordinance, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay to the City Comptroller, within thirty (30) days of Grantee's receipt of the City Comptroller's decision the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the City Comptroller shall have the following options:

(A) order the immediate removal of the Trespassing Facilities from the Public Ways;

(B) seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or

(C) seek other remedies available to the City under the Code, this ordinance or under Illinois law; provided that the City Comptroller may waive for a period of thirty (30) days any such sanctions in the event he or she determines that (i) the trespass was inadvertent and (ii) Grantee is making a timely and reasonable effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. The City Comptroller may extend this thirty (30) day correction period for circumstances beyond the reasonable control of Grantee, but only upon receipt and approval by the City Comptroller of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated.

Section 8.4 Annual Certifications.

Annually, on or before June 1, and commencing June 1, 2013, Grantee shall deliver to the City Comptroller a certificate substantially in the form of Exhibit 3, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switch network or operating a Cable Television System; (B) and the Grantee shall provide no Services for sale, re-sale. exchange or lease to any Third Party using Grantee's System located within the City.

SECTION 9. Repeal Of Privileges.

Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed in accordance with its terms by the City Council, upon referral from the Mayor or on its own motion, at any time.

Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunication System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways to the

satisfaction of the City Comptroller and the Commissioner of the Department of Transportation and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within six (6) months of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be removed or abandoned, the City Comptroller shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of One Hundred and no/100 Dollars ($100.00) a day from the date of receipt of written notice of the violation and the expiration of the applicable grace or cure period described below until the violation is corrected or resolved to the City's reasonable satisfaction, which amount shall not be considered in the nature of a penalty. Such written notice is to be given to the parties set forth in Section 20.2 by certified mail. Such events are as follows:

(A) installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;

(B) material nonconformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Transportation or the Buildings Department;

(C) failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the City Comptroller or the Department of Transportation to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1. Notwithstanding anything set forth above in Section 10.1, in the event of the occurrence of any of the events described in Section 10.1 (A), (B) or (C) above, with respect to removal and relocation not involving a risk to the public or the delay of a public purpose or project, Grantee shall be entitled to a grace period of fifteen (15) days in which to initiate action to cure or reverse any such event or occurrence and further provided that Grantee shall have provided the City with notice of the initiation of such action, facts to reasonably demonstrate to the City that Grantee is proceeding with reasonable diligence to pursue and conclude such action, and an estimated date of completion of such action,

prior to the end of such fifteen (15) day grace period. Upon approval of the City Comptroller, Grantee shall be entitled to an additional fifteen (15) day grace period in which to cure or reverse any such event or action. No liquidated damages shall accrue or be payable during such grace periods.

Section 10.2 Other Rights Of City.

The right of the City Comptroller to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 and the right of the City Comptroller under Section 11.2 to revoke the permit described in Section 11.1.

Section 10.3 No Waiver Of Rights.

The decision by the City Comptroller to forego the imposition of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

SECTION 11. Permit Needed.

Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the City Comptroller and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof has been submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of One Hundred and Sixteen Thousand Three Hundred Seventy Six Dollars ($116,376.00) and the other amounts required in Section 5.1 have been made to the City Comptroller, and (iv) a permit authorizing use of the Authorized Routes pursuant to the length often specified in Section 2 has been issued to Grantee by the City Comptroller.

Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2 and of Section 7.4, the City Comptroller may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the City Comptroller, in exercise of his or her discretion, shall determine that revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the City Comptroller if the City Comptroller, in the exercise of his or her discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

Section 12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance, relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

Section 12.2 Compliance With Applicable Laws.

In installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States of America and its agencies (including, but not limited to, the regulations and standards of the Federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this ordinance as set forth herein.

Section 12.3 Underground Facilities Agreement.

If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ("C.U.A.N.").

Section 12.4 McBride Principles.

If Grantee conducts any business operations in Northern Ireland, it is hereby required that Grantee make all reasonable and good faith efforts to conduct any such business operating in Northern Ireland in accordance with the McBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Section 12.5 Compliance With The Environmental Laws.

(A) Compliance.

Grantee shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost *recovery* compensation, losses or Injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Material Transportation Act (42 U.S.C. §1801, et seq.), the Resource Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the

Toxic Substances Control Act of 1986 (15 U.S.C. §2601, et seq.), the Safe Drinking Water Act (42 U.S.C. §300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001, et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively "Environmental Laws").

If any of the above Environmental Laws require the Grantee to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Grantee to perform the services required hereunder, the Grantee shall provide a copy of such report or notice to the City. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment by Grantee or its Contractors or in the event any claim, demand, action or notice is made against the Grantee regarding the Grantee's failure or alleged failure to comply with any of the above Environmental Laws, in regard to activities related to Grantee's System, Grantee shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Grantee shall comply with the rules and regulations stated in any applicable mandatory recycling ordinance enacted or amended by the City Council of the City of Chicago.

If Grantee fails to comply with any of the above referenced Environmental Laws, the City may terminate this ordinance in accordance with the default provisions of this ordinance.

For purposes of this provision, the following definitions shall apply:

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. §201, et seq.), pesticides regulated under the federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.) and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance" or contaminant (or comparable term) under any of the Environmental Laws.

"Special Wastes" means those substances as defined in Section 415 ILCS 5/3.45 of the Illinois Environmental Protection Act, and as further referred to in Section 809-13 of 35 Illinois Code, Subtitle G, Chapter 1.

(B) Environmental Permits.

To the extent required by the Environmental Laws, Grantee must keep current throughout the term of this ordinance, waste hauling, Special Waste hauling, disposal permits and insurance certificates required by federal, state, city or local government body or agency pursuant to any Environmental Law, if any, and at the request of the City, show evidence thereof.

1. When requested by the City, the Contractor shall submit copies of any hauling permits required by any Environmental Law. To the extent requested by the City, copies of all permits that require periodic renewal must be forwarded to the City throughout the duration of this ordinance. Noncompliance with this requirement maybe cause for termination of this ordinance.

2. Environmental Records and Reports: Grantee shall be required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to its operation of the Public Ways, including, but not limited to, the following:

    a. Vehicle maintenance records.

    b. Safety and accident reports.

    c. I.E.P.A. or O.S.H.A. manifests.

    d. Disposal records, including disposal site used, date, truck number and disposal weight.

    e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

(C) Disposal Of Materials, Construction Debris, Soil And Waste.

(1) Grantee shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Contractor or subcontractor does not relieve the Grantee from responsibility for proper disposal. Disposal of all materials, construction debris, soil and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the City may be cause to terminate the ordinance.

(2) At the request of the City, the Grantee shall provide said Commissioner or his/her designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the City, Grantee shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Grantee does not possess the necessary permits and/or licenses to accept the materials, construction debries, soil and other wastes, Grantee will replace the transfer station and/ or landfill. If the Grantee disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Grantee will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

(3) The Grantee shall accept full responsibility for compliance with all Environmental Laws.

(4) The Grantee shall notify the City within twenty-four (24) hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claims") by any governmental body or regulatory agency against the Grantee by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes in connection with Grantee's System. The Grantee will provide evidence to the City that any such Claim has been addressed to the satisfaction of the issuer or initiator of any such Claim.

(5) Grantee shall provide the City with reasonable prior written notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil or other wastes, related to its System in which Grantee is asked to participate.

(6) Noncompliance with these terms and conditions may be used by the City as Grounds for termination of this ordinance.

(D) Equipment and Environmental Control During Transport. Grantee shall haul any materials, construction debits, soil and other wastes in vehicles and/ or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil or other wastes shall be designed to prevent spillage during the hauling operation.

Grantee's equipment shall fully comply with all city, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Laws.

(E) Indemnification. Grantee acknowledges that Section 6.13 of this ordinance applies to any violation of Environmental Laws by Grantee or its Contractors.

(F) Environmental Controls. Grantee shall comply with all Environmental Laws with respect to the elimination of excessive noise and pollution of air and water due to its construction and other operations. Grantee shall minimize the noise of heavy construction equipment and control the dust, smoke and fumes from construction equipment and other operations in work sites and in City streets and properties, in accordance with ordinances of the City and orders of City departments. Grantee shall not discharge oily, greasy chemicals, hazardous or toxic wastes into waterways and City sewers.

(G) Hazardous Materials.

1. In the event that Grantee while working within the Authorized Routes encounters asbestos or toxic or Hazardous Materials not caused by or introduced by Grantee or its Contractors or subcontractor. Grantee shall, before disturbing such materials, immediately notify the City and any owner of any conduit in which Grantee may be locating Grantee's System ("Owner") of the location and apparent location thereof, and as to whether it is feasible to re-route wiring or other work so as to avoid such materials. If such re-routing is feasible, Grantee or the Owner shall do so at no cost to the City. To the extent that Grantee exacerbates any existing environmental condition. Grantee shall be liable for any additional cost of abatement so caused by Grantee's activities.
2. If such re-routing or avoidance is not feasible in the judgment of the City, and such materials must be disturbed or relocated to complete such work, then Grantee shall perform or cause one or more of its Contractors or subcontractors or the Owner (including. if necessary, a new. specialized subcontractor then retained with the consent and approval of the City for such purpose) to perform such abatement, containment, treatment or removal and disposal of such materials as maybe required by law, subject to the provisions of paragraph (c) of this section.

3. In the undertaking of such abatement, treatment, containment, removal or disposition. Grantee, or such person employed by Grantee:

   (a) shall notify the City and the Owner at least seventy-two (72) hours prior to the start of removal and disposal of any Hazardous Materials;

   (b) shall be certified as a Hazardous Materials removal finn by the Environmental Protection Agency and all state or local agencies;

   (c) shall carry such insurance coverage as may be required by the City's Department of Risk Management naming the City as an additional insured; and

(d) shall provide such indemnification and documentation as required by the City.

Section 12.6 Business Relationships With Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of the City 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, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars ($2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1 %) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents if the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 13. Conflict of Interest.

No member of the governing body of the City or other unit of government and no other official. officer, agent or employee of the City or other unit of government is employed by Grantee or has personal financial or economic interest directly or indirectly in this ordinance or any contractor subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this ordinance by or on behalf of any Contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 14. Anti-Corruption Covenant And Representation.

Neither Grantee nor its Contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, Grantee has executed the applicable Certification required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, §33E-ll (1989), as amended, and under the Illinois Municipal Code, III Rev. Stat., Ch. 24, § 11-42-1 (1989) (1990 Supp.), attached hereto as Exhibit 4.

SECTION 15. Cooperation With Inspector General.

It shall be the duty of Grantee, all Contractors, and all officers, directors, agents, partners and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee shall inform all its Contractors of the provision and require understanding and compliance herewith.

SECTION 16. Business Documents And Disclosures Of Ownership Interests.

Grantee has provided copies of its latest articles of incorporation and bylaws, its certification of good standing from the office of the Secretary of State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto and incorporated by reference herein in Exhibit 5.

SECTION 17. Grantee's M.B.E./W.B.E. Commitment.

Section 17. 1

Grantee agrees for itself and its successors and assigns, and shall contractually obligate the Contractors to agree, that during the construction of the System:

(A) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Code, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 17, during the course of construction of the System, at least the following percentages of the aggregate construction costs (as set forth in the budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned business ("W.B.E.s"):

1. At least twenty-four percent (24%).

2. At least four percent (4%).

(B) For purposes of this Section 17 only, Grantee (and any party to whom a contract is let by Grantee pursuant to this ordinance) shall be deemed a "Contractor" and this ordinance (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Code. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise 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; and the term "women-owned business" or W.B.E. shall mean a business enterprise 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.

(C) Consistent with Section 2-92-440 of the Code, Grantee's M.B.E./ W.B.E. commitment may be achieved in part by Grantee's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture) by Grantee utilizing a M.B.E. or W.B.E. as a Contractor, by subcontracting or causing a Contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the System from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to Grantee's M.B.E./W.B.E. commitment as described in this Section 17. Grantee or a Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Code for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than with respect to the System.

(D) "M.B.E./W.B.E. Activities" are within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System.

(E) Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this Agreement. If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure noncompliance over a reasonable period following the notice.

(F) Any reduction or waiver of Grantee's M.B.E./W.B.E. commitment as described in this Section 17 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

SECTION 18. Residency.

Except as otherwise prohibited by law, for any construction or installation project related to Grantee's Telecommunications System having an estimated contract value or cost of One Hundred Thousand Dollars ($100,000) or more, Grantee and its Contractors shall comply with the minimum

percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Code (at least fifty percent (50%) of the total worker hours shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City in both unskilled and skilled labor positions. Grantee or anyone of its Contractors may request a reduction or waiver of the foregoing minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City. This provision shall not apply to work performed by vendors or manufacturers of components of Grantee's System.

Grantee may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Code in accordance with standards and procedures developed by the Purchasing Agent of the City.

(A) Definitions. For this Section 18, "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.

(B) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the System.

(C) Access To Records. Full access to Grantee's and its Contractors employment records shall be granted to the City or its duly authorized representatives. Grantee and its Contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this ordinance. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarification arises.

Grantee shall cause or require the provisions of this Section 18 to be included in all construction contracts and subcontracts related to the System.

SECTION 19. Board Of Underground.

Grantee agrees that its work in the Public Ways shall comply with the guidelines and procedures issued by the Department of Transportation for the Board of Underground, pursuant to Section 2-120-300 of the Municipal Code. Consistent with and pursuant to Section 2-120-300 of the Municipal Code, Grantee shall design its Telecommunications System to the extent practicable so as not to materially diminish or prevent access for repair or maintenance of underground facilities, whether owned by City or any Third Party. Conflicts regarding access to facilities shall be resolved pursuant to Board of Underground procedures to the extent practicable and required.

SECTION 20. General Provisions.

Section 20.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and, where inconsistent with the text, are to be disregarded.

Section 20.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder, or desired by the parties hereto, shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

If to Grantee:
Robert L. Kozoman
Executive Vice President
DePaul University
Office of the Executive Vice President
One East Jackson Boulevard
Chicago, IL 60604
Attention: General Counsel

If to the City:
Corporation Counsel
City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days.

Section 20.3 Invalidity.

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 21. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of the conflict, hereby repealed.

Exhibit 1.

Location Description.

DePaul Telecommunications System Conduit Locations

1. **1150 West Fullerton Avenue to 2345 North Clifton Avenue**

Two (2) four (4) inch conduit exit the northwest corner of 2345 North Clifton Avenue, heading west on W. Fullerton along the south curb line approximately two hundred sixty (260) feet across, turning north towards the southeast corner of 1150 W. Fullerton approximately sixty (60) feet entering the south elevation basement of 1150 West Fullerton Avenue.

Total footage in the Public Ways for this component is approximately three hundred twenty (320) feet. Total Linear Footage is six hundred and forty (640) feet.

2. **2311 North Racine Avenue to 2330 North Clifton Avenue**

Two (2) four (4) inch conduit exiting 2330 North Clifton, running west approximately fifty-four (54) feet then turning south and entering 2311 North Racine.

Total footage in the Public Way for this component is approximately fifty-four (54) feet. Total Linear Footage is one hundred eight (108) feet.

3. **2330 North Clifton Avenue to 2345 North Clifton Avenue**

Four (4) four (4) inch conduit exiting 2345 North Clifton Avenue, running west approximately sixty-two (62) feet across and entering 2330 North Clifton Avenue.

Total footage in the Public Way for this component is approximately sixty-two (62) feet. Total Linear Footage is two hundred forty eight (248) feet.

4. **1050 West Fullerton Avenue to 2350 North Kenmore Avenue**

One (1) four (4) inch conduit exiting 1050 West Fullerton, running southwest approximately sixty-six (66) feet across to the southwest corner of 2350 North Kenmore.

Total footage in the Public Way for this component is approximately sixty six (66) feet. Total Linear Footage is sixty six (66) feet.

5. **2425 North Sheffield Avenue to 2320 North Kenmore Avenue**

One (1) four (4) inch conduit exiting east/west Alley North of 939-959 West Fullerton and running one hundred fifty-seven (157) feet west and turns south running five hundred forty (540) feet to the manhole in the east/west Alley North of 1000-1047 West Belden Avenue and goes west four hundred twenty-five (425) feet to 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately one thousand one hundred twenty-two (1122) feet. Total Linear Footage is one thousand one hundred twenty-two (1,122) feet.

6. **2320 North Kenmore Avenue to 2219 North Kenmore Avenue**

Four (4) four (4) inch conduit exiting 2219 North Kenmore Avenue, running north approximately five hundred seventy-five (575) feet across to the intersection of West Belden Avenue, turning west and running west approximately three hundred and one (301) feet and entering 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately eight hundred seventy-six (876) feet. Total Linear Footage is three thousand five hundred four (3,504) feet.

7. **2320 North Kenmore Avenue to 2244 North Seminary Avenue**

One (1) four (4) inch conduit exiting 2244 North Seminary Avenue, running east fifty (50) feet across Kenmore Avenue then north one hundred eighty-five (185) feet crossing Belden Avenue and entering 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately two hundred thirty-five (235) feet. Total Linear Footage is two hundred thirty five (235) feet.

8. **2250 North Sheffield Avenue to 2219 North Kenmore Avenue**

Two (2) four (4) inch conduit exiting 2250 North Sheffield Avenue, running south approximately three hundred and forty-eight (348) feet to 2219 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately three hundred and forty-eight (348) feet. Total Linear Footage is six hundred ninety six (696) feet.

9. **1010 West Webster Avenue to 2235 North Sheffield Avenue**

One (1) four (4) inch conduit exiting 1010 West Webster Avenue, running east approximately seventy-five (75) feet across and entering the southwest corner of 2235 North Sheffield Avenue.

Total footage in the Public Way for this component is approximately seventy-five (75) feet. Total Linear Footage is seventy five (75) feet.

10. **2219 North Kenmore Avenue to 2135 North Kenmore Avenue**

One (1) four (4) inch conduit exiting 2219 North Kenmore Avenue (Byrne Hall) Buildings at its southwest elevation, proceeding south on North Kenmore Avenue approximately three (3) feet below grade under the public sidewalk, across West Webster Avenue, and under the public parkway south of West Webster Avenue two hundred fifty-five (255) feet to the east/west Alley South of Webster Avenue, turning ten (10) feet east into the east/west alley and proceeding five (5) feet south into the 2135 North Kenmore Avenue Building (Theatre School).

Total footage in the Public Way for this component is approximately two hundred and seventy (270) feet. Total Linear Footage is two hundred seventy (270) feet.

11. **2135 North Kenmore Avenue to 2130 North Kenmore Avenue**

One (1) four (4) inch conduit exiting 2130 North Kenmore Avenue at its south elevation, proceeding east across North Kenmore Avenue approximately seventy-five (75) feet and entering 2135 North Kenmore Avenue at its southwest elevation.

Total footage in the Public Way for this component is approximately seventy-five (75) feet. Total Linear Footage is seventy five (75) feet.

12. **2315 North Kenmore Avenue to 2331 North Sheffield Avenue**

Two (2) four (4) inch conduits exiting 2315 North Kenmore Avenue and proceeding north for two hundred and twenty-five (225) feet through the north/south Alley West of 2308-2314 North Sheffield Avenue to a communications manhole.

Total footage in the Public Way for this component is two hundred twenty five (225) feet. Total Linear Footage is four hundred fifty (450) feet.

Then four (4) four (4) inch conduits exiting the communication manhole proceeding east for two hundred forty-one (241) feet through the east/west Alley North of 1000-1047 West Belden Avenue and across Sheffield Avenue and entering 2331 North Sheffield Avenue at its east elevation.

Total footage in the Public Way for this component is two hundred forty one (241) feet. Total Linear Footage is nine hundred sixty four (964) feet.

13. **2320 North Kenmore Avenue to 2318-2326 North Sheffield Avenue**

Two (2) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for three hundred thirty-two (332) feet across Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue, and turning north into 2326 North Sheffield Avenue on its north elevation.

Total footage in the Public Way for this component is approximately three hundred thirty-two (332) feet. Total Linear Footage is six hundred sixty four (664) feet.

14. **2320 North Kenmore Avenue to 2358 North Sheffield Avenue**

Two (2) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for three hundred fifty-two (352) feet across Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue, and turning north into 2358 North Sheffield Avenue on its south elevation.

Total footage in the Public Way for this component is approximately three hundred fifty-two (352) feet. Total Linear Footage is seven hundred four (704) feet.

15. **2320 North Kenmore Avenue to 2331 North Sheffield Avenue**

Four (4) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for four hundred eighty-three (483) feet across North Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue and across North Sheffield Avenue and entering 2331 North Sheffield Avenue on its southwest elevation.

Total footage in the Public Way for this component is approximately four hundred eighty-three (483) feet. Total Linear Footage is one thousand nine hundred thirty two (1,932) feet.

16. **2358 North Sheffield Avenue to 2331 North Sheffield Avenue**

One (1) two (2) inch conduit exiting 2358 North Sheffield Avenue on its south elevation and proceeding one hundred fourteen (114) feet across West Fullerton Avenue and into 2331 North Sheffield Avenue at its east elevation.

Total footage in the Public Way for this component is approximately one hundred fourteen (114) feet. Total Linear Footage is one hundred fourteen (114) feet.

17. **2330 North Clifton Avenue to 2350 North Racine Avenue**

Two (2) four (4) inch conduits exiting 2330 North Clifton Avenue and proceeding west for two hundred and six (206) feet through the east/west Alley South of 1140-1157 West Fullerton Avenue and across North Racine Avenue entering 2350 North Racine Avenue at its east elevation

Total footage in the Public Way for this component is approximately two hundred and six (206) feet. Total Linear Footage is four hundred twelve (412) feet.

18. **2331 North Sheffield Avenue to 759 West Belden Avenue**

One (1) six (6) inch conduit exiting from the north/south Alley East of 2301-2310 North Sheffield and proceeding under the CTA tracks. Continuing on at N. Fremont St. & W. Belden Ave., and running east along the north parkway for approximately Four hundred twenty-five (425) feet and proceeding to approximately ninety-five (95) feet east of the intersection of North Dayton Street and West Belden Avenue and runs east onto private property (DePaul).

Total footage in the Public Way is five hundred twenty (520) feet. Total Linear Footage is five hundred twenty (520) feet.

Then, four (4) four (4) inch conduits exiting approximately thirteen (13) feet north of the north line of West Belden Ave. at the northwest corner of North Halsted Street and running east for approximately one hundred ninety-seven (197) feet to the Alley South of 743-751 West Belden Ave. and running south in the alley for one hundred (100) feet.

Total footage in the Public Way for this component is approximately three hundred ten (310) feet. Total Linear Footage is one thousand two hundred forty (1,240) feet.

19. **55 East Jackson Boulevard to 25 East Jackson Boulevard**

One (1) four (4) inch conduit exiting 25 West Jackson Boulevard and running east approximately fifty-nine (59) feet across to 55 West Jackson Boulevard.

Total footage in the Public Way for this component is approximately fifty-nine (59) feet. Total Linear Footage is fifty nine (59) feet.

20. **14 East Jackson Boulevard to "Santa Fe in tunnels"**

One (1) two (2) inch conduit exiting 14 East Jackson Boulevard and running east approximately four hundred ninety-six (496) feet across to 89 East Jackson Boulevard and 224 South Michigan Avenue (Santa Fe Building) in the Chicago Freight Tunnel System.

Total footage in the Public Way for this component is approximately four hundred ninety-six (496) feet. Total Linear Footage is four hundred ninety six (496) feet.

21. **64 East Jackson Boulevard to 25 East Jackson Boulevard "tunnels"**

Four (4) four (4) inch conduits containing copper cable and three (3) and one-half (3 1/2) inch conduits containing fiber optic cable running through a portion of the Chicago Freight Tunnels, as follows:

Exiting 25 East Jackson Boulevard (Lewis Center) at the third (3^{rd}) basement level, proceeding twenty-five (25) feet east into Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of East Jackson Boulevard and South Wabash Avenue, turning east and proceeding approximately three hundred (300) feet on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building) then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alley to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Chicago Freight Tunnels for this component is approximately five hundred twenty (430) feet. Total Linear Footage is three thousand ten (3,010) feet.

22. **1 E. Jackson Boulevard to 23 E. Jackson Boulevard**

Four (4) four (4) inch conduits existing 1 East Jackson on the east elevation and crossing the north/south alley between 1 East Jackson and 23 East Jackson and for Eighteen (18) feet and entering 23 E. Jackson.

Total footage in the Public Way for this component is approximately Eighteen (18) feet. Total Linear Footage is seventy two (72) feet.
Steam & Chilled Water Piping Location

23. **64 East Jackson Boulevard to 25 East Jackson Boulevard "tunnels"**

Two (2) six inch chilled water pipes, one (1) 8 inch steam pipe, and one (1) condensate return pipe, all wrapped with two inches of fiberglass insulation, running through a portion of the Chicago Freight Tunnels, as follows:

Exiting 25 East Jackson Boulevard (Lewis Center) at the third (3^{rd}) basement level, proceeding twenty-five (25) feet east into Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of East Jackson Boulevard and South Wabash Avenue, turning east and proceeding approximately three hundred (300) feet on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building) then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alley to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Chicago Freight Tunnels for this component is approximately four hundred thirty (430) feet. Total Linear Footage is one thousand seven hundred twenty (1,720) feet.

DePaul Telecommunications System Conduit Locations
(Includes Steam & Chilled Water Lines)

Location	Point to Point LF		Number of	Total LP Per Location
1	2	320		640
2	2	54		108
3	4	62		248
4	1	66		66
5	1	1,122		1,122
6	4	876		3,504
7	1	235		235
8	2	348		696
9	1	75		75
10	1	270		270
11	1	75		75
12	2	225		450
	4	241		964
13	2	332		664
14	2	352		704
15	4	483		1,932
16	1	114		114
17	2	206		412
18	1	520		520
	4	310		1,240
19	1	59		59
20	1	496		496
21	7	430		3,010
22	4	18		72
23	4	430		1,720
TOTALS		7,719		19,396

EXHIBIT 2

Insurance Form

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Illinois Union Insurance Company	27960
INSURER C:	Liberty Insurance Underwriters, Inc.	19917
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
DePaul University
1 East Jackson Boulevard
Chicago IL 60604-2287 USA

COVERAGES **CERTIFICATE NUMBER:** 570049261461 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC			XPEG24541423002 SIR applies per policy terms & conditions	06/15/2012	06/15/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$4,850,000 Included Included $9,700,000 Included $150,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			TJ-CAP-1102L664-12	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			UMBCH2045094 SIR applies per policy terms & conditions	06/15/2012	06/15/2013	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TC2JUB1105L52512	06/15/2012	06/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

Certificate No : 570049261461

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Chicago, its employees, elected officials, agents and representatives are included as Additional Insured in accordance with the policy provisions of the General Liability policy as their respective interests may appear. A Waiver of Subrogation is granted in favor of The City of Chicago, its employees, elected officials, agents and representatives in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an The City of Chicago, its employees, elected officials, agents and representatives, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

City of Chicago
Office of Emergency Management
City Hall-Room 905
121 North LaSalle Street
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

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Exhibit 3

Commissioner
Department of Business Affairs
and Consumer Protection
City of Chicago
121 North LaSalle Street
Room 805
Chicago, Illinois 60602

RE: Annual Certification; DePaul University; Fiber Optics Privilege.

Dear Commissioner:

Pursuant to an ordinance adopted by the City Council on _____, 2006, DePaul University has received permission and authority to operate and maintain a private not-for-profit telecommunications system, as described in such ordinance, within portions of the public way. Capitalized terms herein are as defined in such ordinance.

In accordance with the terms of such ordinance, please accept this communication as DePaul University's annual certification that:

(i) under such permission and authorization, DePaul University has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switched network or operating a Cable Television System; or

(ii) DePaul University provides no Services within the City for sale, resale, exchange or lease to any Third Party using Grantee's System or other entity for profit.

Should you desire any additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

Name: R. L. Kos

Title: EXECUTIVE VICE PRESIDENT

cc.: Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Division

Exhibit 4

Ethics Certification.

Program Description: _____

Specification Number: _____

Contract Number: _____

The undersigned hereby acknowledges the following Office of Inspector General and Governmental Ethics Ordinance clauses and agrees to comply with the terms of these clauses which are hereby incorporated into the above referenced contract:

Chapter 2-56 Of The Chicago Municipal Code Office Of Inspector General.

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility 'for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

Governmental Ethics Ordinance.

Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Acknowledged and Accepted By: (Signed) R.L. Koos
(Authorized Officer Signature

EXECUTIVE VICE PRESIDENT
Title

DEPAUL UNIVERSITY
Company Name

MARCH 19, 2013
Date

Exhibit 5

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

DePaul University

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 1 E. Jackson Boulevard
Chicago, IL 60604

C. Telephone: 312-362-8074 Fax: 312-362-5664 Email: rraguse@depaul.edu

D. Name of contact person: Rick Raguse

E. Federal Employer Identification No. (if you have one): _____

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):

Substitute City of Chicago ordinance that allows for use of the public way for the copper and fiber telecommunications and data lines at both DePaul University Loop and Lincoln Park Campuses

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Attachment A	
No Members	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

None

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__X__ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded,** proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

DePaul University
(Print or type name of Disclosing Party)

By: R. L. Koz
(Sign here)

Robert L. Kozoman
(Print or type name of person signing)

Executive Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) March 19, 2013
at Cook County, Illinois (state).

Deborah Banks Notary Public.

Commission expires: 5/13/2014

DEBORAH BANKS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 13, 2014

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Attachment A

I. Executive Officers

Patricia D. O'Donoghue
Interim Provost

Robert L. Kozoman, C.P.A.
Executive Vice President

Rev. John T. Richardson, C.M.
Chancellor

Rev. Dennis H. Holtschneider, C.M., Ed.D.
President

Rev. Edward R. Udovic, C.M.
Secretary of the University

II. DePaul University Board of Trustees

Chair: Mr. James M. Jenness
Vice-Chair: Mr. William Bennett

Rev. Thomas C. Anslow, C.M
Vicar
Archdiocese of Los Angeles

Mr. Peter C. Argianas
Chairman, President & CEO
Gold Coast Bank

Ms. Karen M. Atwood
President
Blue Cross Blue Shield of Illinois

Mr. Gerald A. Beeson
Chief Operating Officer
Citadel LLC

Mr. William E. Bennett
Retired, President & CEO
Draper & Kramer, Inc.

Mr. John L. Brennan
Head of Private Wealth Management
William Blair & Company

Ms. Ruth W. Brinkley
President & CEO
KentuckyOne Health

Mr. Frank M. Clark

Very Rev Perry Henry, C.M.
Provincial Superior
Western Province, Congregation of the Mission

Mr. Roberto R. Herencia
President & CEO
BXM Holdings, Inc.

Ms. Lori Holland
Managing Director
Neuberger Berman

Rev. Dennis Holtschneider, C.M., Ed.D.
President
DePaul University

Ms. Stacy Janiak
Managing Partner of the Chicago Office
Deloitte

Mr. James M. Jenness
Chairman of the Board
Kellogg Company

Mr. Jeffrey J Kroll
Principal
Law Offices of Jeffrey J. Kroll

Rev. James J Maher, C.M.
Executive Vice President
St. John's University

Dr. Curtis J. Crawford
President and Chief Executive Officer
XCEO, Inc.

Mr. Sebastian S. Cualoping
CEO & President
AMPAC International

Dr. Connie R. Curran
President
Curran Associates

Ms. Mary A. Dempsey

Sr. Margaret Mary Fitzpatrick, S.C.
President & CEO
St. Thomas Aquinas College

Sasha L. Gerritson
Director, Opera Program
Northeastern Illinois University

Ms. Sue L. Gin
Chairman
Flying Food Group Inc.

Mr. Chester A. Gougis
Managing Partner
Cognitive Capital Partners

Mr. Jack M. Greenberg

Mr. Arnold T. Grisham
Chair, President & CEO
Tri-Valley Bank

Mr. Richard A. Hanson
Principal
Mesa Development LLC

Mr. Harry J. Harczak

Rev. Thomas F. McKenna, C.M.
Provincial Director
Daughters of Charity Province of St. Louise

Ms. Carla R. Michelotti
Executive VP/Chief Legal, Government, and Corporate Affairs Officer
Leo Burnett Company, Inc.

Mr. Patrick J. Moore
President and Chief Executive Officer
PJM Advisors LLC

Mr. Peter Pesce
Vice President, Human Resources
A.T. Kearney, LLC

Ms. Anne R. Pramaggiore
President & Chief Executive Officer
ComEd

Rev. Mark S. Pranaitis, C.M.
Assistant Provincial
Western Province, Congregation of the Mission

Mr. Larry R. Rogers, Sr.
Partner
Power, Rogers & Smith, P.C.

Mr. George Ruff
Senior Principal
Trinity Hotel Investors LLC

Mr. James T. Ryan
Chairman, President and CEO
W.W. Grainger, Inc.

Mr. Bertram L. Scott

Mr. John B. Simon
Partner
Jenner & Block

Mr. John C. Staley
Retired Managing Partner
Ernst & Young LLP

Mr. William E. Hay
President
William E. Hay & Co.

Donald Heller
Dean, College of Education
Michigan State University

Mr. Daniel C Ustian

Ms. Dia S. Weil
Retired

Exhibit 6

Chicago Freight Tunnel Map

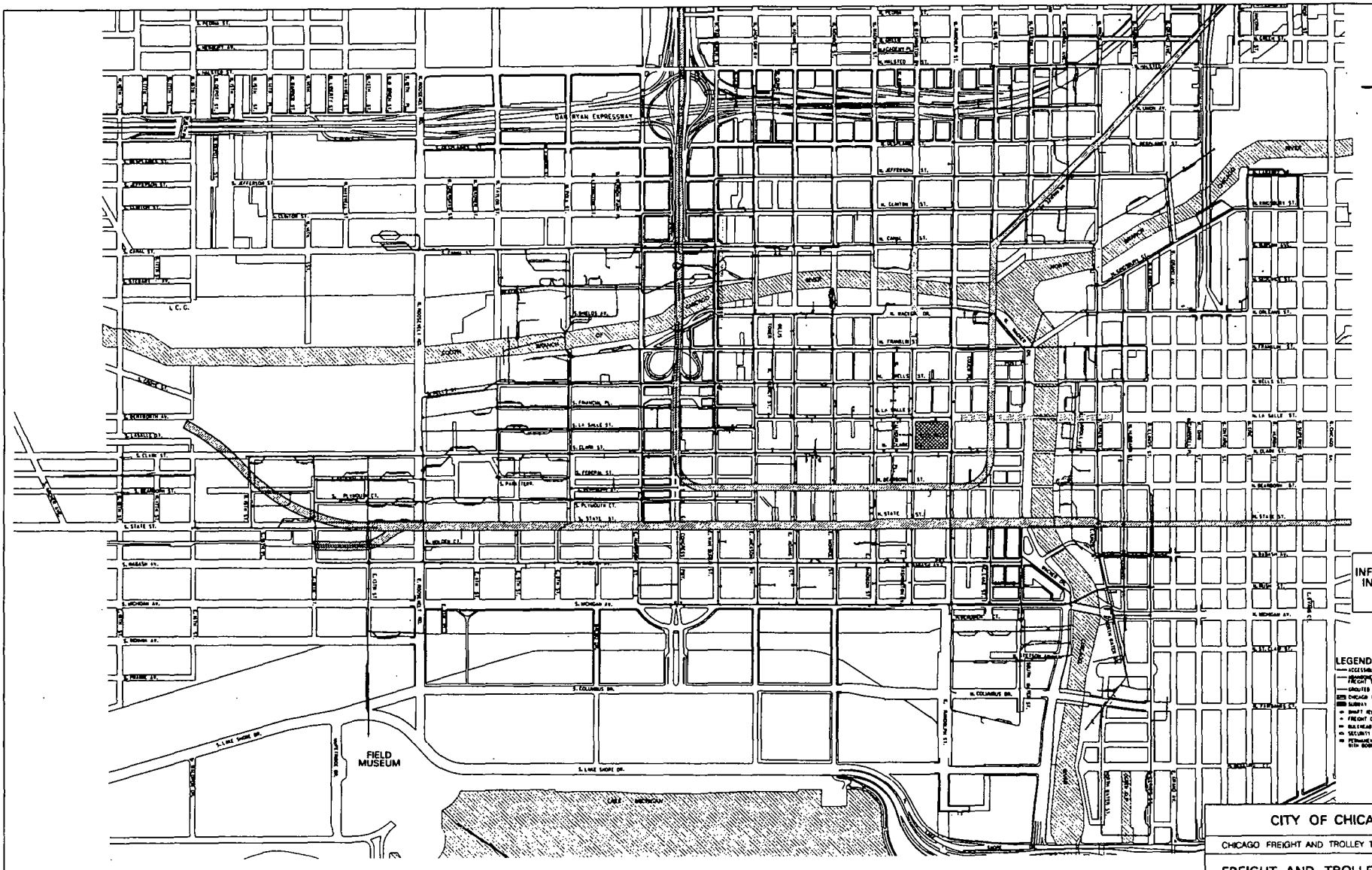

DAN RYAN EXPRESSWAY
FIELD MUSEUM
S. LAKE SHORE DR.
LAKE MICHIGAN
S. COLUMBUS DR.
N. COLUMBUS DR.
S. MICHIGAN AV.
N. MICHIGAN AV.
S. STATE ST.
N. STATE ST.
S. CLARK ST.
N. CLARK ST.
S. LA SALLE ST.
N. LA SALLE ST.
S. WELLS ST.
N. WELLS ST.
S. FRANKLIN ST.
N. FRANKLIN ST.
S. CANAL ST.
N. CANAL ST.
N. JEFFERSON ST.
N. CLINTON ST.
N. HALSTED ST.
N. UNION AV.
N. ORLEANS ST.
N. LARRABEE ST.
N. DEARBORN ST.
S. PLYMOUTH CT.
S. FEDERAL ST.
S. DEARBORN ST.
S. WABASH AV.
S. MICHIGAN AV.
S. INDIANA AV.
S. PRAIRIE AV.
S. CALUMET AV.
S. WENTWORTH AV.
S. HALSTED ST.
S. ASHLAND AV.
S. DAMEN AV.
S. WESTERN AV.
S. CICERO AVE.
S. KEDZIE AVE.
S. HOYNE AV.
S. RACINE AV.
S. HALSTED ST.
S. ARCHER AV.
S. PULASKI RD.
S. KEDZIE AVE.
S. CALIFORNIA AV.
S. WESTERN AV.
S. DAMEN AV.
S. ASHLAND AV.
S. HALSTED ST.
S. RACINE AV.
S. HOYNE AV.
S. WESTERN AV.
S. CICERO AVE.
S. KEDZIE AVE.
S. PULASKI RD.
S. CALIFORNIA AV.
S. ARCHER AV.
S. HALSTED ST.
S. ASHLAND AV.
S. DAMEN

EXHIBIT 7

Bank of America

BANK OF AMERICA - CONFIDENTIAL PAGE: 1

DATE: MARCH 18, 2013

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3127517

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF CHICAGO
C/O DEPARTMENT OF TRANSPORTATION
121 NORTH LASALLE STREET, ROOM 905
CHICAGO, IL 60602

APPLICANT
DEPAUL UNIVERSITY
TREASURER'S OFFICE, CNA 1910
1 E. JACKSON BLVD
CHICAGO, IL 60604

ATTN: DOUGLAS STANFORD

AMOUNT
NOT EXCEEDING USD 5,000.00
NOT EXCEEDING FIVE THOUSAND AND 00/100'S US DOLLARS

EXPIRATION
MARCH 19, 2015 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ISSUE OUR UNCONDITIONAL IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3127517 IN FAVOR OF THE CITY OF CHICAGO FOR THE ACCOUNT OF DEPAUL UNIVERSITY UP TO THE AGGREGATE AMOUNT OF FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS (USD 5,000.00), EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT BANK OF AMERICA, N.A., 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT, AND EXPIRES AT 5:00 PM LOS ANGELES TIME ON MARCH 19, 2015.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST YOUR SIGHT DRAFTS FOR ANY SUM OR SUMS NOT EXCEEDING A TOTAL OF FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS (USD 5,000.00) DRAWN ON US MENTIONING OUR LETTER OF CREDIT NUMBER 3127517 AND SIGNED BY THE COMMISSIONER OF TRANSPORTATION OF THE CITY OF CHICAGO OR THE CITY COMPTROLLER OF THE CITY OF CHICAGO (WHETHER ACTING OR ACTUAL). FUNDS DRAWN UNDER THIS LETTER OF CREDIT SHALL BE PAID IN THE FORM OF A CHECK MADE PAYABLE TO "CITY OF CHICAGO" AND SHALL BE SENT BY OVERNIGHT DELIVERY TO THE CITY OF CHICAGO AT THE ADDRESS LISTED ABOVE.

ORIGINAL

Bank of America

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3127517

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND MAY BE AMENDED ONLY BY A WRITTEN AMENDMENT SIGNED BY US. THIS LETTER OF CREDIT CANNOT BE REDUCED OR REVOKED WITHOUT YOUR PRIOR WRITTEN CONSENT.

OUR OBLIGATIONS HEREUNDER ARE PRIMARY OBLIGATIONS TO THE CITY OF CHICAGO. WE HEREBY ENGAGE WITH YOU WE WILL HONOR DRAFTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF PRESENTED TO US ON OR BEFORE MARCH 19, 2015.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP") AND TO THE UNIFORM COMMERCIAL CODE - LETTERS OF CREDIT, 810 ILCS 5/5-101 ET. SECT., AS AMENDED, AS IN EFFECT IN THE STATE OF ILLINOIS ("UCC"). TO THE EXTENT THE PROVISIONS OF THE UCP AND THE UCC CONFLICT, THE PROVISIONS OF THE UCC SHALL CONTROL.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-541-6096 OPT 1 .

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

STILLA OLILES

ORIGINAL

City of Chicago

O2013-3351

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property to New Life Covenant S.E. Church located at 1000 and 1100 blocks of E 76th St and 7600 and 7700 blocks of S Greenwood Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the eleven parcels, identified by sixteen Property Index Numbers, of real property consisting of 124,702 square feet, comprising approximately 2.86 acres, and which are located on the 1000 & 1100 blocks of East 76th Street and the 7600 & 7700 blocks of South Greenwood Avenue, Chicago, Illinois 60623, and which are legally described in Exhibit A attached hereto (subject to final title commitment and survey, the "Property"); and

WHEREAS, pursuant to ordinances adopted by the City Council ("City Council") of the City of Chicago (the "City") on November 13, 2002 and published at pages 97440 through 97576 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project for the 87th/Cottage Grove Redevelopment Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1 et seq.) (the "Act"), the Area was designated as a "conservation area" redevelopment project area pursuant to the Act, and 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 Property is located in the Area; and

WHEREAS, New Life Covenant S.E. Church, an Illinois not-for-profit corporation, with offices at 2875 West 19th Street, Chicago, Illinois 60623, (the "Grantee"), has submitted a proposal to the Department of Housing and Economic Development ("DHED") to purchase the Property for One Hundred Twenty Thousand and No/100 Dollars ($120,000.00); and

WHEREAS, the Grantee shall thereafter develop the site, including the Property, into a church campus which will consist of new construction 120,463 square foot three-story church with four separate parking lots with approximately 656 spaces (the "Project"); and

WHEREAS, pursuant to Resolution 13-CDC-03 adopted on March 12, 2013, the Community Development Commission ("CDC") approved the negotiated sale of the property by the City acting through DHED to the Grantee for the construction of the Project; and

WHEREAS, pursuant to Resolution 13-011-21 adopted on February 21, 2013, the Chicago Plan Commission ("Plan Commission") approved the negotiated sale of the property by the City acting through DHED to the Grantee for the construction of the Project; and

WHEREAS, public notices advertising the Department's intent to enter into a negotiated sale of the City Land with the Grantee and requesting alternative proposals appeared in the Chicago Sun-Times on March 18, 2013, March 29, 2013 and April 8, 2013; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notices; ***now, therefore,***

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the City Land to the Grantee for the adjusted fair market value amount of One Hundred Twenty Thousand and No/100 Dollars ($120,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Grantee substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of DHED (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City' s Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall also contain language substantially in the following form:

> This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within eighteen (18) months of the date of this deed; and 2) the Property is used as a parking lot and as open space in perpetuity.
>
> In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.
>
> This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to

comply with such redevelopment obligations.

SECTION 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. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A: Legal descriptions and Exhibit B: form of Redevelopment Agreement

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL l:
THAT PART OF BLOCK 57 LYING NORTH AND NORTHEASTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINE HEREINBEFORE REFERRED TO, THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF ~ PARALLEL TO THE SOUTH LINE OF SAID BWCK 51, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREINBEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTI()N OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 114, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 ALL IN TOWNSIDP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 166.2 FEET THEREOF) LYING SOUTH AND SQUTHWESTERL Y OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLWWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BWCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION, WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BWCK 57

A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALELL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LASTDESCRIBED UNE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57 (EXCEPT WEST 187 FEET 6 INCHES THEREOF) IN CORNELL, A SUBDMSION OF THE WEST 112 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 THE NORTHEAST 112 OF THE NORTHWEST 1/4 THE SOUTH 112 OF THE NORTHWEST 114 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35 IN TOWNSHIP 38 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS.

PARCEL 3:
THE WEST 187 FEET, 6 INCHES OF THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 251.14 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 51, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESERL Y LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING, OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPALLINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OF LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER) THE NORTHI HALF OF THE NORTHWEST QUARTER, THE SOUITH HALF OF THE

NORTHWEST QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
LOT 1 (EXCEPT THE SOUTH 7.78 FEET THEREOF) IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOU1HEAST 1I4), THE NORTH 1/2 OF THE NORTHWEST 1/4. THE SOUTH 1/2 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE TIIIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
LOT 18 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4). THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:
LOTS 22 AND 23 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 114 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4), THE NORTH 112 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:
THAT PART OF BLOCK 58 IN CORNELL, LYING WEST OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD; BEGINNING AT A POINT OF THE JUNCTION OF THE WESTERLY LINE OF SAID RIGHT OF WAY AND THE NORTH LINE OF SAID BLOCK 58; THENCE WEST 120 FEET; THENCE SOUTH 120; THENCE EAST TO SAID WESTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY TO POINT OF BEGINNING; BEING THE NORTHEAST PORTION OF SAID BLOCK 58 IN CORNELL, SAID CORNELL BEING A SUBDIVISION OF

SECTIONS 26 AND 35, TOWNSHIP 38 NORTH. RANGE 14 EAST OF TIHE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:
LOT 11 AND THE SOUTH 9 FEET OF LOT 18 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 1/2 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 1/4), THE NORTH 1/2 OF THE NORTHWEST 114 FEET, THE SOUTH 112 OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 114 FEET OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:
LOTS 13 AND 14 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 10:
THE NORTH 1/2 OF LOT 11 AND ALL OF LOT 12 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 11:
LOT 10 AND THE SOUTH 112 FEET OF LOT 11 IN BLOCK 60, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THDID PRINCIPAL MERIDIAN, IN COOK COUNTY.

PARCEL 12:
LOT 13 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 114 FEET, THE SOUTH 112 FEET OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:
LOT 8 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) A SUBDIVISION IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:
LOT 22 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 15:
LOT 15 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 FEET) IN TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:
LOT 13 AND THE NORTH 3 FEET OF THE WEST 53.6 FEET OF LOT 12 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 1/4. THE SOUTH 112 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as:	1047, 1057, 1067, 1127-45 East 76th Street 7611, 7649-51, 7655, 7659; 7700, 7709, 7719, 7725, 7727, 7744 and 7754 South Greenwood Chicago, Illinois
P.I.N.s:	20-26-315-001-0000 20-29-323-040-0000

20-26-323-008-0000
20-26-323-009-0000
20-26-323-010-0000
20-26-323-016-0000
20-26-323-023-0000
20-26-323-024-0000
20-26-323-002-0000
20-26-323-005-0000
20-26-323-021-0000
20-26-323-026-0000
20-26-316-020-0000
20-26-323-036-0000
20-26-323-040-0000

EXHIBIT B

Form of Redevelopment Agreement attached

AGREEMENT
FOR THE SALE AND
REDEVELOPMENT
OF LAND

(The Above Space For Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND**, as may be amended from time to time, ("Agreement") is made on or as of the _____ day of ____, 2013, by and between the **City of Chicago,** an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development (together with any successor department thereto, "DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **New Life Covenant S.E. Church**, an Illinois not-for-profit corporation, located at 2875 West 19th Street, Chicago, Illinois 60623 ("Developer").

RECITALS

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Developer desires to purchase from the City sixteen parcels of real property located on the 1000 & 1100 blocks of East 76th Street and the 7600 & 7700 blocks of South Greenwood Avenue, Chicago, Illinois 60623 which is comprised of approximately 124,702 square feet, comprising approximately 2.86 acres, and which are unimproved and vacant, (the "Property"), which real property is legally described on **Exhibit A** attached hereto; and

WHEREAS, the Developer intends to assemble the Property with developer-owned lots for the redevelopment of the two acre site into a church campus. The campus will consist of the new construction of a 120,463 square foot three-story church with four separate parking lots with approximately 656 spaces, as more fully described on **Exhibit B** attached hereto (hereinafter referred to as the "Project"); and

WHEREAS, the City desires to sell eight of the parcels which comprise the Property to the Developer for their appraised market value together and the City desires to sell the other eight parcels which comprise the Property for their appraised market value with a parking in perpetuity restriction for One Hundred Twenty Thousand and No/100 Dollars ($120,000.00) in consideration of the Developer's fulfillment of its obligations under this Agreement; and

WHEREAS, the parties agree that simultaneously with the execution of this Agreement,

the Developer shall execute a Deed of Reconveyance ("Deed of Reconveyance"), in a form reasonably acceptable to the City, thereby subjecting the Developer to a reconveyance of the Property and any improvements thereon to the City in the event the Developer, as more fully set forth in this Agreement, fails to perform, keep or observe any of the covenants, promises, agreements, and/or obligations under this Agreement; and

WHEREAS, the Property is located in the 87th/Cottage Grove Redevelopment Area, which was established pursuant to ordinances adopted by the City Council of the City (the "City Council") on November 13, 2002 and published in the Journal of the Proceedings of the City Council (the "Journal") of such date at pages 97440 through 97576 (the "Area"); and

WHEREAS, pursuant to Resolution 13-CDC-03 adopted on March 12, 2013, the Community Development Commission ("CDC") approved the negotiated sale of the property by the City acting through its Department of Housing and Economic Development ("DHED") to the Developer for the construction of the Project; and

WHEREAS, pursuant to Resolution 13-011-21 adopted on February 21, 2013, the Chicago Plan Commission ("Plan Commission") approved the negotiated sale of the property by the City acting through DHED to the Developer for the construction of the Project; and

WHEREAS, the City Council of the City ("City Council"), pursuant to an ordinance adopted on _____, 2013, and published at pages _____ through _____ in the Journal of such date, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. PURCHASE PRICE, EARNEST MONEY AND PERFORMANCE DEPOSIT.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for its appraised market value of One Hundred Twenty Thousand and No/100 Dollars ($120,000.00) ("Purchase Price"), on the Closing Date (defined in Section 3). All other closing costs, including all title charges, shall be borne by Developer.

Developer shall tender before the Closing an Earnest Money Deposit to the City in the amount of Six Thousand Dollars ($6,000.00). The amount of the Earnest Money Deposit shall

be deducted from the amount due to the City at the time of Closing. Developer shall tender at or before the Closing a Performance Deposit to the City also in the amount of Six Thousand Dollars ($6,000.00) as security for the performance of its obligations under this Agreement, which the City will retain until the City issues a Certificate of Completion (as defined in Section 12).

SECTION 3. CLOSING.

The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Greater Illinois Title Insurance Company, or such other reputable title company as may be selected by the Developer (the "Title Company"), on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur (1) until and unless the conditions precedent set forth in Section 8 are all satisfied, unless DHED, in its sole discretion, waives such conditions; and (2) any later than November 30, 2013 (the "Outside Closing Date"), unless DHED, in its sole discretion, extends the Outside Closing Date. At the Closing, the City shall deliver to the Developer (a) the Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession of the Property.

SECTION 4. CONVEYANCE OF TITLE.

4.1 Form of Deed. The City shall convey the Property to the Developer by quitclaim deed (the "Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

a. standard exceptions in an ALTA title insurance policy;

b. general real estate taxes and any special assessments or other taxes, if any;

c all easements, encroachments, covenants and restrictions of record and not shown 6 record;

4.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incidental to the conveyance of the Property to the Developer.

4.3 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

SECTION 5. TITLE, SURVEY AND REAL ESTATE TAXES.

5.1 Title Commitment and Insurance. Not less than 30 days before the anticipated Closing Date, (the "Actual Closing Date") the Developer shall order a current title commitment for the Property issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing. At the Closing, the Developer shall

deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

5.2 Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property, (the "Survey").

5.3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions other than those enumerated in Section 4.1 hereof or disclosed by the Survey ("Unpermitted Exceptions"), the Developer shall have the option to do one of the following: (1) accept title to the Property subject to the Unpermitted Exceptions, which shall then become Permitted Exceptions; or (2) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, except that the City shall immediately return the Earnest Money and Performance Deposit. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the Unpermitted Exceptions in addition to the Permitted Exceptions. The Developer shall also be responsible for all taxes accruing after the Closing Date.

SECTION 6. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required zoning approvals (collectively, the "Governmental Approvals") no later than ninety days after the Closing; and shall pursue receipt of such permits and approvals in good faith and with all due diligence.

SECTION 7. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the project is $40,481,569.00. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DHED for approval: (1) a final budget ("the Final Budget"); and (2) evidence of funds adequate to construct the Project ("Proof of Financing").

SECTION 8. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following being satisfied at least seven (7) days prior to the Closing Date, or by such other date as may be specified:

8.1 Final Governmental Approvals. Developer shall have delivered to the City all evidence of any of its applications for the Governmental Approvals necessary to construct the Project, submitted to the City no later than twelve months from the Actual Closing Date.

8.2 Budget and Proof of Financing. The City shall have approved the Developer's Budget and Proof of Financing.

8.3 Simultaneous Loan Closing. On the date of the Closing, the Developer shall simultaneously close the financing necessary, if any, for the acquisition and construction of the project, and be in a position to immediately commence construction of the Project.

8.4 Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City. Prior to the issuance of the Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the rights of any permitted mortgagee) on any property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 12). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

8.5 Legal Opinion. The Developer shall have delivered to the City a legal opinion stating, in part, that the Developer has been duly organized and that the Developer is duly authorized to enter into this Agreement. Such opinion shall be in a form and substance reasonably acceptable to the City's Corporation Counsel.

8.6 Due Diligence. The Developer shall have delivered to the City due diligence searches in its name (UCC, State and federal tax liens, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

8.7 Organization and Authority Documents. The Developer shall have delivered to the City the certified articles of organization, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois; and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a Certificate of Good Standing dated no more than thirty (30) days prior to the Actual Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer; and operating agreement, resolutions and such other organizational documents as the City may reasonably request.

8.8 Subordination Agreement. Prior to recording any financing instrument which is secured by the Property, which shall have been approved pursuant to Section 8.2, the Developer shall, at the City's request, deliver to the City a subordination agreement from the mortgagee stating that the rights of the mortgagee are subject to the rights of the City as set forth in this agreement and as the City's Corporation Counsel shall deem acceptable (the "Subordination Agreement").

8.9 MBE/WBE and Local Hiring Compliance Plan.

(a) At least fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the

DHED's monitoring section regarding compliance with the MBE/WBE and local hiring requirements set forth in this Agreement pursuant to Section 22 below. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under Section 22 below, the sufficiency of which shall be approved by the City's monitoring staff.

(b) DHED shall also have approved the Developer's compliance plan in accordance with Section 22.

8.10 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

8.11 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as of the Closing Date.

8.12 Right to Terminate. If any of the conditions in this Section 8 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 9. SITE PLANS AND ARCHITECTURAL DRAWINGS.

9.1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plan specifications and architectural drawings prepared by Michael J. Dul & Associates, Architects, dated October 31, 2012, which have been approved by DHED as of the date hereof and which are incorporated herein by reference ("Specifications and Drawings"). No material deviation from the Drawings and Specifications may be made without full review, consideration and prior written approval by DHED, which will not be unreasonably withheld. If the Developer submits and DHED approves revised design development specifications and drawings after the date of this Agreement, the term "Specifications and Drawings" as used herein shall refer to the revised design development specifications and drawings upon DHED's written approval of same.

9.2 Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (1) the relocation, installation or construction of public or private utilities located on the Property; (2) relocation, installation and construction of any new curb cuts and driveways; (3) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (4) the removal of existing pipes, utility equipment or building foundations located on the Property; and (5) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project, must be approved by the City.

9.3 Inspection by the City. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall, upon two (2) business days prior written notice to the Developer, have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws"); provided, however, that the City or its inspector or architect does not unreasonably interfere with the Developer's activities on the Property.

9.4 Barricades and Signs. Upon the City's request, the Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project; provided, however, that the Developer shall not be required to incur more than $1,500 in costs for such signage. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

SECTION 10. LIMITED APPLICABILITY.

DHED's approval of the Drawings and Specifications is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department; nor does the approval by DHED pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by DHED shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT.

Subject to the receipt of all necessary government approvals, the Developer shall commence construction of the Project no later than twelve months after the Actual Closing Date and shall complete the Project (as evidenced by the Developer's written request for a Certificate of Completion for the Project) no later than eighteen months after commencing construction. Notwithstanding the foregoing commencement and completion dates, DHED shall, upon Developer's request, extend such construction commencement and completion dates by up to six (6) months and may, in DHED's sole discretion, grant additional extensions. The Project shall be constructed substantially in accordance with the Drawings and specifications and in accordance with all applicable laws, regulations and codes.

SECTION 12. CERTIFICATE OF COMPLETION.

Upon the completion of the Project, the Developer shall request from the City a Certificate of Completion (the "Certificate of Completion"). Within forty-five (45) days thereof,

the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of DHED, for the Developer to take or perform in order to obtain the Certificate of Completion. If DHED requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section 17) with respect to the Developer's obligations to construct the Project.

SECTION 13. RESTRICTIONS ON USE.

The Developer agrees that:

13.1 It shall devote all portions of the Property to uses that comply with the Redevelopment Plan until the date the Redevelopment Plan expires.

13.2 The Developer shall devote a portion of the Property (the "Parking Property"), as legally described in **Exhibit C** attached hereto and made a part hereof, for Project parking use in perpetuity.

13.3 The Developer further agrees that the City reserves the right to record the Deed of Reconveyance and revest title to the Property and improvements thereon in the City in the event the Developer fails to utilize the Property solely for the Project; further this this right of reverter and re-entry in favor of the City shall terminate forty (40) years from the date of this deed; and

13.4 The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

SECTION 14. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, as provided herein, the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion, and excepting Access Community Health Network, the intended end-user: (1) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein; or (2) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement). Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 15 hereof. After the issuance of the Certificate of Completion,

no City consent shall be required for any type of transfer of the Property, provided that the transferee assumes in writing the continuing obligations of the Developer under Sections 13 and 17 of this Agreement.

SECTION 15. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which creates a financial encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds necessary to construct the Project in substantial accordance with the Budget; (c) after construction, funds necessary to own, maintain and operate the Property and the Project in accordance with the requirements of this Agreement; and (d) any refinancing of the loans specified herein Section 15. After the issuance of the Certificate of Completion, no City consent shall be required for any type of financing or other transaction which creates a financial encumbrance or lien on the Property.

SECTION 16. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 17 and, at Closing, shall execute a Subordination Agreement (as defined in Section 8.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party (that is not also a mortgagee), such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 17.

SECTION 17. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 11 (Commencement and Completion of Project), Section 13 (Restrictions on Use), Section 14 (Prohibition Against Transfer of Property) and Section 15 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitations set forth in Section 16 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 11, Section 14 and Section 15 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 13.1 shall terminate when the Redevelopment Plan expires. The covenant contained in Section 13.2 shall remain in effect in perpetuity. The covenant and right to record the Reconveyance Deed contained in Section 13.3, the City's right of reverter and reentry shall terminate forty (40) years from the date of the Deed. The covenants contained in Section 13.4 shall remain in effect without limitation as to time.

SECTION 18. PERFORMANCE AND BREACH.

18.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

18.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, material shortages, and unusually severe weather or delays of contractors or subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

18.3 Breach.

a. Generally. Subject to Section 18.2., if the Developer defaults in performing its obligations under this Agreement, the City shall deliver written notice of such default, after which the Developer shall have a 60-day cure period to remedy such default. If the default is not capable of being cured within the 60-day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 60-day period, and thereafter diligently prosecutes such cure through to completion, then the 60-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the respective dates as set forth in Section 3 herein. Unless the failure to close is due to circumstances described in Section 18.2. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by the dates set forth in Section 3 shall entitle the City to terminate this Agreement.

b. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required):

1. The Developer materially fails to perform any obligation of the Developer under this Agreement; which default is not cured pursuant to Section 18.3(a); or

2. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not materially true and correct, which default is not cured pursuant to Section 18.3(a); or

3. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within ninety (90) days after filing; or

4. Except as excused by Section 18.2 above, the Developer abandons or substantially suspends the construction work, which default is not cured pursuant to Section 18.3(a); or

5. The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 18.3(a); or

6. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or

7. The Developer's financial condition or operations adversely change to such an extent that would materially affect the Developer's ability to complete the Project which default is not cured pursuant to Section 18.3(a); or

8. The Developer fails to perform, keep or observe any of the other covenants, promises, agreements, or obligations under this Agreement, including but not limited to, the covenants set forth in Sections 13 and 17 herein, or any other written agreement entered into with the City with respect to this Project, which default is not cured pursuant to Section 18.3(a); or

9. Failure to close by the Outside Closing Date, unless DHED, in its sole discretion, extends the Outside Closing Date; and

c. Prior to Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided in herein, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against the Developer.

d. After Conveyance. After Closing, if an Event of Default occurs and is continuing, beyond the applicable cure period under Section 18.3(a) above, if any, the City, may terminate this Agreement and exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to record the Deed of Reconveyance, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property

in the City (the "Right of Reverter"); provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing to the contrary, prior to its exercise of its Right of Reverter, the City shall provide written notice to the Developer of its intent to exercise its Right of Reverter, and the Developer shall have an additional ninety (90) days to cure the applicable Event of Default.

e. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 18.3(d), the City shall employ its best efforts to convey the Property (subject to first mortgage liens permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 17.

f. Disposition of Resale Proceeds. If the City sells the Property, the net proceeds from the sale, after payment of all amounts owed under any mortgage lien or recapture provision in a grant of funds authorized by this Agreement in order of priority, shall be utilized to reimburse the City for:

1. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and

2. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

3. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

4. any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

5. the fair market value of the land comprising the Property (without any Project or partially constructed Project thereon) as of such sale; and

6. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

g. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

SECTION 19. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

SECTION 20. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs)(collectively "Losses") suffered or incurred by the City arising from or in connection with: (1) an Event of Default that has occurred; (2) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (3) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (4) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 21 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City; provided, however, the Developer shall have no obligation to indemnify the City for Losses to the extent such losses are caused by the City or its agents. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination) for the life of the Redevelopment Area.

SECTION 21. ENVIRONMENTAL MATTERS.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a thirty (30) day right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (1) commercial general liability insurance with a combined single limit of not less than $2,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the environmental testing on the Property; (2) automobile liability insurance with limits of not less than $2,000,000.00 per occurrence, combined single limit for bodily injury and property damage; and (3) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The City shall be named as an additional insured on all policies. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activities shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public on and immediately adjacent to the Property during the performance of the Developer's inspection of the Property. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the environmental work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines an environmental or soil condition exists on the Property to such an extent that the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may declare this Agreement null and void by giving written notice thereof to the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to

undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

22.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that, with respect to the provision of services in connection with the construction of the Project on the Property, but not including construction on the Property, or occupation of the Property during the construction period:

a. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

b. To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.

c. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

d. The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

e. The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

f. Failure to comply with the employment obligations described in this Section 22 shall be a basis for the City to pursue remedies under the provisions of Section 18.

22.2 City Resident Employment Requirement.

a. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

b. The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

c. "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

d. The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

e. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("DHED") in triplicate, which shall identify clearly the

actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

f. The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

g. At the direction of DHED, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

h. Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

i. If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18, the parties agree that 1/20 of 1 percent (.0005%) of the aggregate hard construction costs set forth in the Project Budget as applicable, shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

j. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

k. The Developer shall cause or require the provisions of this Section 22.2 to be included in all construction contracts and subcontracts related to the construction the Project.

22.3 Developer's MBE/WBE Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

a. Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 22.3., during the course of the Project, the following percentages of the MBE/WBE Budget, substantially in the City's standard form, shall be expended for contract participation by minority- owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

b. For purposes of this Section 22.3 only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

c. Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's

status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 22.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

d. The Developer shall deliver quarterly reports to the City's monitoring staff during construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with construction of the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least fifteen (15) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of construction of the Project.

e. Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 22.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

g. Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 22.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 22.3., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, as applicable, the Developer shall submit the documentation required by this Section 22.3 to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 22.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 23. REPRESENTATIONS AND WARRANTIES.

23.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

a. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property and the person signing this Agreement on behalf of the Developer has the authority to do so.

b. All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

c. The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a

default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

d. To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (a) affect the ability of the Developer to perform its obligations hereunder; or (b) materially affect the operation or financial condition of the Developer.

e. To the best of the Developer's knowledge, the Project will not violate: (a) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (b) any building permit, restriction of record or other agreement affecting the Property.

23.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

23.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 23 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 24. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 25. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

SECTION 26. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 27. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such

invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 28. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing and Economic Development 121 North La Salle Street Room 1000 City Hall Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North La Salle Street Room 600 City Hall Chicago, Illinois 60602 Attn: Real Estate Division
If to the Developer:	New Life Covenant S.E. Church 2875 W. 19th Street Chicago, Illinois 60623 Attn: John Hannah, Pastor
With a copy to:	Francine Lynch/Meg George Neal & LeRoy, LLC 203 N. LaSalle Street Suite 2300 Chicago, Illinois 60601

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be

deemed received three business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 29. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 30. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 31. TERMINATION.

In the event that the Closing has not occurred by the Outside Closing Date, as such date may be extended by DHED in its sole discretion pursuant to Section 3, then the City or the Developer may terminate this Agreement upon written notice to the other party but the City will retain the Earnest Money Deposit.

SECTION 32. RECORDATION OF AGREEMENT.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this Agreement shall pay the recording fees.

SECTION 33. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 34. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

SECTION 35. BUSINESS RELATIONSHIPS.

The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect

to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 36. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 37. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 05-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) February 10, 2005, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

1. They are each other's sole domestic partner, responsible for each other's common welfare; and

2. neither party is married; and

3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and

4. 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

5. two of the following four conditions exist for the partners:
   a. The partners have been residing together for at least 12 months.
   b. The partners have common or joint ownership of a residence.
   c. The partners have at least two of the following arrangements:
      i. joint ownership of a motor vehicle;
      ii. a joint credit account;
      iii. a joint checking account;
      iv. a lease for a residence identifying both domestic partners as tenants.
   d. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 38. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26 of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26.

SECTION 39. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 40. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and

2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

City of Chicago,
An Illinois municipal corporation

By: _____
Andrew Mooney
Commissioner,
Department of Housing and Economic Development

New Life Covenant S.E. Church,
An Illinois not-for-profit corporation
By: _____

_____
(Print name) (Title)

This instrument was prepared by:

Marc J. Gaynes
Assistant Corporation Counsel
City of Chicago
Department of Law Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-1807

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by the _____ as his free and voluntary act and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2013.

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL l:
THAT PART OF BLOCK 57 LYING NORTH AND NORTHEASTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES,THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINE HEREINBEFORE REFERRED TO, THENCE FROM SAIDPOINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF ~ PARALLEL TO THE SOUTH LINE OF SAID BWCK 51, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREINBEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTI()N OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 114, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 ALL IN TOWNSIDP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1067 East 76th Street
20-26-315-001-0000

PARCEL 2:
THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 166.2 FEET THEREOF) LYING SOUTH AND SQUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION, WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF

SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARRLLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57 (EXCEPT WEST 187 FEET 6 INCHES THEREOF) IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 THE NORTHEAST 112 OF THE NORTHWEST 1/4 THE SOUTH 112 OF THE NORTHWEST 114 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35 IN TOWNSHIP 38 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS.
1067 East 76th Street
20-26-315-029-0000

PARCEL 3:
THE WEST 187 FEET, 6 INCHES OF THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 251.14 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 51, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESERL Y LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING, OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OF LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDMSION OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER) THE NORTII HALF OF THE NORTHWEST QUARTER, THE SOUITH HALF OF THE NORTHWEST QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35,

TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1047 East 76th Street
20-26-315-040-0000

PARCEL 4:
LOT 1 (EXCEPT THE SOUTH 7.78 FEET THEREOF) IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEETOF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOU1HEAST 1I4), THE NORTH 1/2 OF THE NORTHWEST 1/4. THE SOUTH 1/2 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE TIIIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
LOT 18 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4). THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:
LOTS 22 AND 23 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 114 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4), THE NORTH 112 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:
THAT PART OF BLOCK 58 IN CORNELL, LYING WEST OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD; BEGINNING AT A POINT OF THE JUNCTION OF THE WESTERLY LINE OF SAID RIGHT OF WAY AND THE NORTH LINE OF SAID BLOCK 58; THENCE WEST 120 FEET; THENCE SOUTH 120; THENCE EAST TO SAID WESTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY TO POINT OF BEGINNING; BEING THE NORTHEAST PORTION OF SAID BLOCK 58 IN CORNELL, SAID CORNELL BEING A SUBDIVISION OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH. RANGE 14 EAST OF TIHE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:
LOT 11 AND THE SOUTH 9 FEET OF LOT 18 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 1/2 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 1/4), THE NORTH 1/2 OF THE NORTHWEST 114 FEET, THE SOUTH 112 OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 114 FEET OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:
LOTS 13 AND 14 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.
7709 South Greenwood
20-26-323-016-0000

PARCEL 10:
THE NORTH 1/2 OF LOT 11 AND ALL OF LOT 12 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 11:
LOT 10 AND THE SOUTH 112 FEET OF LOT 11 IN BLOCK 60, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THDID PRINCIPAL MERIDIAN, IN COOK COUNTY.
7719 South Greenwood
20-26-323-021-0000

PARCEL 12:
LOT 13 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 114 FEET, THE SOUTH 112 FEET OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:
LOT 8 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) A SUBDIVISION IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:
LOT 22 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.
7727 South Greenwood
20-26-323-024-0000

PARCEL 15:
LOT 15 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 FEET) IN TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
7725 South Greenwood
20-26-323-023-0000

PARCEL 16:
LOT 13 AND THE NORTH 3 FEET OF THE WEST 53.6 FEET OF LOT 12 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 1/4. THE SOUTH 112 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
7741 South Greenwood
20-26-323-026-0000

Property Index Number (PIN)	Common Address
20-26-315-001-0000	1057 E 76th St
20-26-315-029-0000	1067 E 76th St
20-29-315-040-0000	1047 E 76th St
20-26-323-002-0000	1127-45 E 76th St
20-26-323-005-0000	7611 S Greenwood Ave

20-26-323-008-0000	7649 S Greenwood Ave
20-26-323-009-0000	7655 S Greenwood Ave
20-26-323-010-0000	7659 S Greenwood Ave
20-26-323-016-0000	7709 S Greenwood Ave
20-26-323-021-0000	7719 S Greenwood Ave
20-26-323-023-0000	7725 S Greenwood Ave
20-26-323-024-0000	7727 S Greenwood Ave
20-26-323-026-0000	7741 S Greenwood Ave
20-26-316-020-0000	7700 S Greenwood Ave
20-26-316-036-0000	7744 S Greenwood Ave
20-26-316-040-0000	7754 S Greenwood Ave

All located in Chicago, Illinois

EXHIBIT B

NARRATIVE DESCRIPTION OF PROJECT

New Life Covenant S.E. Church will redevelop a two acre site into a church campus. The campus will consist of new construction 120,463 square foot, three-story church with four separate parking lots consisting of approximately 656 spaces to accommodate parishioners. The facility will seat approximately 5,241 and provide a media center, café, dressing rooms, green room, instrument storage area, classroom space, book store and offices. The Project will be LEED certified and meet the City's green policy and landscape ordinance requirements.

EXHIBIT C

Those parcels of the Property which will be sold subject to the covenant that they be used for parking in perpetuity

PIN	Address
20-26-315-001-0000	1057 E 76th St
20-26-315-029-0000	1067 E 76th St
20-29-315-040-0000	1047 E 76th St
20-26-323-016-0000	7709 S Greenwood Ave
20-26-323-021-0000	7719 S Greenwood Ave
20-26-323-023-0000	7725 S Greenwood Ave
20-26-323-024-0000	7727 S Greenwood Ave
20-26-323-026-0000	7741 S Greenwood Ave

PARCEL l:
THAT PART OF BLOCK 57 LYING NORTH AND NORTHEASTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES,THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINE HEREINBEFORE REFERRED TO, THENCE FROM SAIDPOINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF ~ PARALLEL TO THE SOUTH LINE OF SAID BWCK 51, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREINBEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTI()N OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 114, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 ALL IN TOWNSIDP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1067 East 76th Street
20-26-315-001-0000

PARCEL 2:
THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 166.2 FEET THEREOF) LYING

SOUTH AND SQUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION, WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARRLLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57 (EXCEPT WEST 187 FEET 6 INCHES THEREOF) IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 THE NORTHEAST 112 OF THE NORTHWEST 1/4 THE SOUTH 112 OF THE NORTHWEST 114 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35 IN TOWNSHIP 38 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS.
1067 East 76th Street
20-26-315-029-0000

PARCEL 3:
THE WEST 187 FEET, 6 INCHES OF THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 251.14 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS
FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 51, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESERL Y LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING, OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPALLINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OF LESS TO THE POINT

OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDMSION OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER) THE NORTII HALF OF THE NORTHWEST QUARTER, THE SOUITH HALF OF THE NORTHWEST QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1047 East 76th Street
20-26-315-040-0000

PARCEL 9:
LOTS 13 AND 14 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.
7709 South Greenwood
20-26-323-016-0000

PARCEL 14:
LOT 22 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.
7727 South Greenwood
20-26-323-024-0000

PARCEL 15:
LOT 15 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 FEET) IN TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
7725 South Greenwood
20-26-323-023-0000

PARCEL 16:
LOT 13 AND THE NORTH 3 FEET OF THE WEST 53.6 FEET OF LOT 12 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 1/4. THE SOUTH 112 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4

OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
7741 South Greenwood
20-26-323-026-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

New Life Covenant Oakwood Church, n/k/a New Life Covenant S.E. Church

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 710 East 47th Street,
Chicago Illinois 60653

C. Telephone: 773-285-1731 Fax: 773-285-1741 Email: leefantroy@newlifeoakwood.org

D. Name of contact person: Lee Fantroy

E. Federal Employer Identification No. (if you have one): _____

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):

See attached Exhibit A

G. Which City agency or department is requesting this EDS? Housing & Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Attached Exhibit B	
there are no Members of the Organization which are legal entities	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Not Applicable		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Not Applicable			

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [X] No

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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

None

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: **If the Matter is federally funded**, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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 1 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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

John F. Hannah
(Print or type name of Disclosing Party)

By: John F Hannah
(Sign here)

John F. Hannah
(Print or type name of person signing)

Senior Pastor
(Print or type title of person signing)

Signed and sworn to before me on (date) May 6 2013,
at Cook County, Illinois (state).

Hillie M Semprit Notary Public.

OFFICIAL SEAL
HILLIE M SEMPRIT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/08/13

Commission expires: 05/08/13.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2013-3353

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 2557 W Washington Blvd
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City"), acting through its Department of Housing and Development ("DHED"), is the owner of the vacant parcel of property located at 2557 West Washington Boulevard, and which is legally described on Exhibit "A" attached hereto ("Property"), which Property is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City ("City Council") on May 17, 2000 published in the Journal of Proceedings for such date at pages 30775 through 30953; and

WHEREAS, pursuant to Resolution No. 12-018-21 adopted on March 21, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property through a sealed bid auction; and

WHEREAS, pursuant to the provisions of Illinois Revised Statutes Article 11, Section 76, the Commissioner of DHED caused to be published notice advertising the City's intent to sell the Property through a sealed bid auction and such advertisements appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on January 14, 2013, on January 21, 2013 and on January 28, 2013; and

WHEREAS, the bids received in response to aforesaid public notice were opened in a public meeting before a certified court reporter; DHED received one conforming sealed bid from Mark Ordower, 333 South Desplaines Street, #207, Chicago, Illinois, 60661, for $16,750.00; and

WHEREAS, DHED has recommended that the sealed bid of Mark Ordower, be accepted by the City Council; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City Council hereby accepts the bid of Marc Ordower, ("Grantee"), and approves the sale of the Property to the Grantee in the amount of Sixteen Thousand Seven Hundred Fifty and 00/000 Dollars ($16,750.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee, or to a land trust of which the Grantee is the sole beneficiary, or to a business entity of which the Grantee is the sole controlling party. Such deed shall include a covenant obligating the Grantee to use the Property only for a use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. DHED is authorized to deliver the deed to the Grantee upon receipt of the balance of the purchase price in accordance with its standard procedures. DHED is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three months from the passage of this ordinance through no fault of the City, DHED may cancel the sale upon written notice to the Grantee, retain the Grantee's deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Bidder:	Mark Ordower
Bidder Address:	333 S. Desplaines Ave., #207, Chicago, Illinois, 60661
Appraised Value:	$10,000.00
Sealed Bid Price:	$ 8,320.00
Bid Amount:	$16,750.00

Legal Description (Subject to Title Commitment and Survey):

The North 125 feet of the West 7 8/12 feet of Lot 1 and the North 125 feet of the East 13 feet of Lot 2 in Block 4 in D. McIntosh's Subdivision of parts of the Northeast ¼ of the East ½ of the Southeast ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:	2557 West Washington Boulevard Chicago, Illinois 60612
Property Index No:	16-12-423-010-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

MARK ORDOWER

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: CHICAGO, IL 60661

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: MARK ORDOWER

E. Federal Employer Identification No. (if you have one): _____

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):

PURCHASE OF CITY OWNED LOT 2557 W. WASHINGTON BLVD.

G. Which City agency or department is requesting this EDS? DHED

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[X] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

_____

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name Title

_____

_____

_____

_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
JOHN PIKARSKI, JR	55 W. MONROE CHGO, IL 60603	ATTORNEY	
DESIGN BRIDGE	14 S W. GRAND CHGO, IL 60622	ARCHITECT	

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[X] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
NONE		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N. A.

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

MARK ORDOWER
(Print or type name of Disclosing Party)

By: _____
(Sign here)

MARK ORDOWER
(Print or type name of person signing)

_____
(Print or type title of person signing)

Signed and sworn to before me on (date) 2-11-13,
at COOK County, ILLINOIS (state).

_____ Notary Public

OFFICIAL SEAL
JOHN PIKARSKI JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/22/14

Commission expires: _____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with 2557 W. WASHINGTON [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARK O'DOWER
(Print or type legal name of Disclosing Party)

Date: 4/11/13

By: _____
(sign here)

Print or type name of signatory:

_____

Title of signatory:

_____

Signed and sworn to before me on [date] 4-11-13, by Mark O'Dower, at Cook County, Illinois [state].

_____ Notary Public.

Commission expires: _____.

OFFICIAL SEAL GEORGETTE PHILLOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES DECEMBER 6, 2013

Ver. 11-01-05

City of Chicago

O2013-3362

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property at 3927 S Prairie Ave under Adjacent Neighbors Land Aquisition Program
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, by ordinances passed by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584-5585 of the Journal of Proceedings of the City Council ("Journal") for such date, as amended on July 23, 1982 and published in the Journal for such date at pages 11830-11833, as amended January 7, 1983 and published in the Journal for such date at pages14803- 14805, as amended September 14,1994 and published in the Journal for such date at pages 56195 - 56198, as amended September 14, 2002 and published in the Journal for such date at pages 92771 - 92773, and as amended July 28, 2010 and published in the Journal for such date at pages 97370 - 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010 et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars ($50,000); and

WHEREAS, pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand Dollars ($10,000.00) the minimum acceptable bid must be at least One Thousand Dollars ($1,000.00); if the property appraises at or for less than Twenty Thousand Dollars ($20,000.00) but more than Ten Thousand Dollars ($10,000.00) the minimum acceptable bid must be at least Two Thousand Dollars ($2,000.00); and if the property appraises for more than Twenty Thousand Dollars ($20,000.00) the minimum acceptable bid must be Two Thousand Dollars ($2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand Dollars ($20,000.00); and

WHEREAS, pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, the Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance ("ANLAP Parcel") to Jacqueline Pointer ("Purchaser"), who has a principal residence of 3929 South Prairie Avenue, Chicago, Illinois, which ANLAP Parcel is located in the 47th/King Jr. Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on March 27, 2002, and published in the Journal for such date at pages 81231 through 81472; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on April 19, 2013; and

WHEREAS, Purchaser's' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution No. 13-025-21 adopted on April 18, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of Two Thousand and 00/100 Dollars ($2,000.00). Such deed shall include a covenant obligating the Purchaser to use the Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Bidder:	Jacqueline Pointer
Address:	3929 South Prairie Avenue
Appraised Value:	$ 12,000.00
Bid Amount:	$ 2,000.00

Legal Description (Subject to Title Commitment and Survey):

The South ½ of Lot 9 in Block 2 in Springer's Subdivision of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 3927 South Prairie Avenue
Chicago, Illinois 60653

Property Index Number: 20-03-104-015-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Jacqueline Pointer

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: N. A.
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: N.A.

B. Business address of the Disclosing Party:

Chicago, IL 60653

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: Jacqueline Pointer

E. Federal Employer Identification No. (if you have one): N/A.

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):

Purchase of Vacant lot located at 3927 S. Prairie Chgo. IL 60653

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N A and Contract # N A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[X] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

_____ _____

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name N/A Title

_____

_____

_____

_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
N/A		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
N/A			

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. 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 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.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

N/A

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

✓ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded,** proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Jacqueline Pointer
(Print or type name of Disclosing Party)

By: Jacqueline Pointer
(Sign here)

Jacqueline Pointer
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 03/21/13,
at Cook County, Cook (state). IL.

Angela Moran Notary Public.

"OFFICIAL SEAL"
ANGELICA MORAN
Notary Public, State of Illinois
My Commission Expires May 12, 2014

Commission expires: 05/12/14.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

City of Chicago

O2013-3365

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Sale of City-owned property to Coppin Memorial A.M.E. Church at 5624 S Michigan Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the vacant parcel of property located at 5624 South Michigan Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Coppin Memorial A.M.E. Church ("Grantee"), 5627-5633 S. Michigan Avenue, Chicago, Illinois 60637, has offered to purchase the Property from the City for the sum of Eleven Thousand Five Hundred and No/100 Dollars ($11,500.00), such amount being the appraised fair market value of the Property, to improve with parking lot thereon; and

WHEREAS, pursuant to Resolution No. 13-016-21 adopted on March 21, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the negotiated sale of the Property to the Grantee; and

WHEREAS, public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on March 22, 2013, and March 29, 2013; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Eleven Thousand Five Hundered and No/100 Dollars ($11,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall also contain language substantially in the following form:

> This conveyance is subject to the express conditions that; 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is thereafter maintained and used as a parking lot in perpetuity. In the event that the conditions are not met, the City of Chicago of may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter and re-entry in favor of the City shall terminate forty (40) years from the date of this deed.
>
> The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Purchaser:	Coppin Memorial A. M. E. Church
Address:	5627-5633 South Michigan Avenue
Appraised Value:	$11,500.00 (parking "in perpetuity")
Purchase Price:	$11,500.00

Legal Description (Subject to Title Commitment and Survey):

The North ½ of Lot 12 (except that portion thereof taken for widening Michigan Avenue) in Block 2 in Winston's Subdivision of Lots 3 and 4 in Nehall, Larned and Woodbridge's Subdivision in the Northwest ¼ of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:	5624 South Michigan Avenue Chicago, Illinois 60637
Property Index Number:	20-15-108-030-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:
Coppin Memorial A.M.E Church

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 5627-33 S. Michigan Ave.
Chicago, IL 60637

C. Telephone: 773-667-5881 Fax: 773-667-1992 Email: office@coppinamec.org

D. Name of contact person: Rev. Barbara A Wilson Revbawilson@coppinamec.or

E. Federal Employer Identification No. (if you have one): _____

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):
Purchase of 5624 South Michigan for parking

G. Which City agency or department is requesting this EDS? Dept of Housing - Economic Dev

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)
WE ARE A church

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Barbara A. Wilson	PASTOR
Janice Weston	TREASURER
Robert Parham	Secretary
NO MEMBERS	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture.

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
NONE - NO PERSON HAS DIRECT OR INDIRECT INTEREST IN THE NOT FOR PROFIT		

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?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Deborah H Cole		Attorney	
Hogan Doran & Talbot LLP			
122 S Michigan Ave, Suite 1220			
Chicago, IL 60603-6263			

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under 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?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No N/A

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 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.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the 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).

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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "N.A." the word "None." or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none, indicate with "N/A" or "none").

NONE.

9. 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 (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING 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?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[X] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

✓ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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.

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 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.

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.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Coppin Memorial A.M.E. Church
(Print or type name of Disclosing Party)

By: Barbara A. Wilson
(Sign here)

Barbara A. Wilson
(Print or type name of person signing)

Pastor
(Print or type title of person signing)

Signed and sworn to before me on (date) 2-25-13,
at 9:05 AM County, Cook (state).

Altica D Griffin Notary Public.

Commission expires: 7-20-16.

"OFFICIAL SEAL"
Altica D Griffin
Notary Public, State of Illinois
My Commission Expires 7/20/2016

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

City of Chicago

O2013-3389

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Scope of services, budget and management agreement for Special Service Area No. 4
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing budget amendments for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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 for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, on October 3, 2012, the City Council enacted an ordinance (the "2013 Appropriation, Levy, and Agreement Ordinance"), among other things, appropriating the sums necessary to provide the Special Services in and for the Area for 2013, levying the Services Tax for the tax year 2012, and authorizing an agreement with The 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation, as the service provider (the "2013 Service Provider"), for the provision of the Special Services in 2013; and

WHEREAS, pursuant to the 2013 Appropriation, Levy, and Agreement Ordinance the City and the 2013 Service Provider entered into a service provider agreement (the "2013 Service Provider Agreement"); and

WHEREAS, certain funds in Fund 332 ("Fund 332") in the amount of $11,910 are available for use in connection with the Area; and

WHEREAS, the City desires to increase the budget for Special Services in the Area in 2013 by $11,910; and

WHEREAS, the City therefore desires to amend both the 2013 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2013 Service Provider Agreement, pursuant to an amendment 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. Amendment of 2013 Appropriation, Levy, and Agreement Ordinance. Section 2 of the 2013 Appropriation, Levy, and Agreement Ordinance is hereby amended by deleting the language indicated by strikeout and adding the underlined language as follows:

"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, 2013 and ending December 31, 2013.

	EXPENDITURES	
Service Provider Agreement for the provision of Special Services	~~$91,631~~	$103,541
TOTAL BUDGET REQUEST	~~$91,631~~	$103,541
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	$84,191	
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, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$3,600
Fund 332	$11,910"

SECTION 3. Amendment to 2013 Service Provider Agreement. The Commissioner of the Department of Housing and Economic Development (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 amendment to the 2013 Service Provider Agreement in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "2013 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2013 Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the 2013 Service Provider Agreement Amendment.

SECTION 4. 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 5. 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 6. Effective Date. This ordinance shall take effect after its passage and publication.

EXHIBIT A

2013 Service Provider Agreement Amendment

AMENDMENT

Special Service Area 4

This Amendment ("**Amendment**") is made and entered into effective as of the ___ day of _____, 2013, by and between 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, and the 95th Street/Beverly Hills Business Association, an Illinois not-for-profit corporation ("**Contractor**").

BACKGROUND

The Contractor and the City have entered into an Agreement dated _____ ____, 2013 ("**Agreement**"), in which the Contractor is to perform certain services for Special Service Area Number 4. The Contractor and the City desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. **Exhibit 1(A), Amended Scope of Services and Budget for 2013**, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. **Article 2, Definitions**, is amended by adding the following definition for Surplus TIF Funds:

   "**Surplus TIF Funds"** means a portion of those Tax Increment Funds originally established by the City (fund 332) in connection with the 95th & Western Redevelopment Area, which remain unspent.

3. **Sections 5.01 and 5.02, Basis of Payment and Budget for Services**, respectively, are hereby deleted and replaced with the following:

   "5.01 Basis of Payment

   The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $84,191 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $3,840 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; (c) Late Collections in an amount not to exceed $3,600; and (d) TIF Surplus Funds in an amount not to exceed $11,910; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $103,541.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1(A) 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 2013 may not exceed $103,541, 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."

4. **Exhibit 2(A), Amended Economic Disclosure Statement and Affidavit**, is attached to this Amendment as Attachment 2 and incorporated by reference.

All terms of the Agreement remain in full force and effect except as modified in this Amendment.

SIGNED:

CITY OF CHICAGO

By: _____
Commissioner, Department of Housing and Economic Development

CONTRACTOR: _____

By:_____
(Signature)

Its:_____
(Print Name and Title)

Attest:_____

Its:_____
(Print Name and Title)

County of _____
State of _____

Acknowledged on _____[date] before me by_____ as _____[title] of _____[firm].

_____
Notary Public
Commission expires:

Attachment 1

Amended Scope of Services and Budget for 2013

SCHEDULE A: 2013 SSA BUDGET & SERVICES SUMMARY- AMENDMENT

City of Chicago, Department of Housing and Economic Development

SSA #4 95th Street

95th Street Beverly Hills Business Association

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	+	SSA4 Share of TIF Surplus in Fund 332	=	2013 Budget
1.00 Advertising & Promotion	$ 5,700	+	$ -	+	$ -	+	$ -	=	$ 5,700
2.00 Public Way Maintenance	$ 26,150	+	$ 3,840	+	$ -	+	$ -	=	$ 29,990
3.00 Public Way Aesthetics	$ 26,000	+	$ -	+	$ -	+	$ 11,910	=	$ 37,910
4.00 Tenant Retention/Attraction	$ 1,000	+	$ -	+	$ -	+	$ -	=	$ 1,000
10.00 Personnel	$ 13,887	+	$ -	+	$ -	+	$ -	=	$ 13,887
11.00 Admin Non-Personnel	$ 10,454	+	$ -	+	$ -	+	$ -	=	$ 10,454
12.00 Loss Collection: 1.2%	$ 1,000	+	$ -	+	$ -	+		=	$ 1,000
13.00 Late Collections and Interest Income Thereon		+		+	$ 3,600	+		=	$ 3,600
GRAND TOTAL	**$ 84,191**	+	**$ 3,840**	+	**$ 3,600**	+	**$ 11,910**	=	**$ 103,541**

2013 Budget	**$ 103,541**

LEVY ANALYSIS		
1	Estimated 2011 EAV	$10,586,542
2	Authorized Tax Rate Cap:	2.000%
3	Estimated 2012 Levy:	$84,191
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy = Est. Tax Rate)	0.795%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction

Attachment 2

Amended Economic Disclosure Statement and Affidavit 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 42185

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

The 95th Street Beverly Hills Business Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2100 West 95th Street
Chicago, IL 60643
United States

C. Telephone:

773-238-4094

Fax:

773-238-7192

Email:

erin@95thstreetba.org

D. Name of contact person:

Mrs. Erin Ross

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To amend the 2013 Service Provider Agreement between the City of Chicago and the 95th Street Business Association to allow for the budget to be increased $11,910 for providing special services within SSA #4.

Which City agency or department is requesting this EDS?

BUSINESS AFFAIRS AND CONSUMER PROTECTION

Specification Number

90866

Contract (PO) Number

27114

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:	Peter Coccaro
Title:	President
Role:	Both
Officer/Director:	Dennis Heywood
Title:	Vice President
Role:	Both
Officer/Director:	Oliver Banks
Title:	Vice President
Role:	Both
Officer/Director:	Gail Page
Title:	Secretary
Role:	Both
Officer/Director:	Emil Mahler
Title:	Treasurer
Role:	Both
Officer/Director:	Robbie Craig
Title:	Director
Role:	Director
Officer/Director:	Mike Geary
Title:	Director
Role:	Director
Officer/Director:	Eleanor Hollander
Title:	Director
Role:	Director
Officer/Director:	Otto Kaiserauer

Title:	Director
Role:	Director
Officer/Director:	Monica Hayes
Title:	Director
Role:	Director
Officer/Director:	Jill Neish
Title:	Director
Role:	Director
Officer/Director:	Victoria Nolan
Title:	Director
Role:	Director
Officer/Director:	Beverly Packnett
Title:	Director
Role:	Director
Officer/Director:	Marcia Walsh
Title:	Director
Role:	Director
Officer/Director:	Erin Healy Ross
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

2. List below the names of all legal entities which are retained parties.

Name:	Beverly Environmental, LLC
Anticipated/ Retained:	Retained
Business Address:	16504 Dixie Highway Markham, IL 60428 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	$24,450
Estimated/Paid:	Estimated
Name:	Bannerville USA, Inc.
Anticipated/ Retained:	Retained
Business Address:	P.O. Box 184 Western Springs, IL 60643 United States
Relationship:	Other
Fees	$31,410

($$ or %):

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?

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:

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, 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.

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/ 04/04/2013
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.

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 42185
Certificate Printed on: 04/04/2013

Date of This Filing:04/04/2013 08:56 AM
Original Filing Date:04/02/2013 02:53 PM

Disclosing Party: The 95th Street Beverly Hills Business Association
Filed by: Mrs. Erin Ross

Title:Executive Director

Matter: To amend the 2013 Service Provider Agreement between the City of Chicago and the 95th Street Business Association to allow for the budget to be increased $11,910 for providing special services within SSA #4.
Applicant: The 95th Street Beverly Hills Business Association
Specification #: 90866
Contract #: 27114

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://webapps.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.

City of Chicago

O2013-3393

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Scope of services, budget and management agreement for Special Service Area No. 20
Committee(s) Assignment:	Committee on Finance

FIN.
SSA 20

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing budget amendments for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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, as amended by an ordinance by the City Council on November 15, 2000, which established an area known and designated as City of Chicago Special Service Area Number 20 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2003 (the "Initial Levy Period"), not to exceed an annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of the taxable property in the Initial Area to provide certain special services in and for the Initial Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, the Initial Levy Period has expired; and

WHEREAS, on December 8, 2004, the City Council enacted an ordinance (the "Establishment Ordinance") which again established a special service area known and designated as City of Chicago Special Service Area Number 20 (the "Area") to provide certain special services in and for the Area in addition to services provided generally by the City generally (the "Special Services") and authorizing a levy of an annual tax, for the period beginning in 2004 through and including 2013, not to exceed an annual rate of one and zero hundredths percent (1.00%) of the equalized assessed value of all property within the area (the "Services Tax") to provide such services for an additional period of 10 years; and

WHEREAS, the Establishment Ordinance established the Area as that territory on the east side of South Western Avenue, from West 99th Street to West 111th Place and the west side of South Western Avenue, from West 99th Street to West 119th Street; and

WHEREAS, the Special Services authorized in the Establishment Ordinance include maintenance and beautification activities, security services, coordinated marketing and promotional activities, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, the Establishment Ordinance provided for the appointment of the South Western Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, on October 31, 2012, the City Council enacted an ordinance (the "2013 Appropriation, Levy, and Agreement Ordinance"), among other things, appropriating the sums necessary to provide the Special Services in and for the Area for 2013, levying the Services Tax for the tax year 2012, and authorizing an agreement with the Morgan Park Beverly Hills

Business Association, an Illinois not-for-profit corporation, as the service provider (the "2013 Service Provider"), for the provision of the Special Services in 2013; and

WHEREAS, pursuant to the 2013 Appropriation, Levy, and Agreement Ordinance the City and the 2013 Service Provider entered into a service provider agreement (the "2013 Service Provider Agreement"); and

WHEREAS, certain funds in Fund 158 ("Fund 158") in the amount of $29,369 are available for use in connection with the Area; and

WHEREAS, the City desires to increase the budget for Special Services in the Area in 2013 by $29,369; and

WHEREAS, the City therefore desires to amend both the 2013 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2013 Service Provider Agreement, pursuant to an amendment 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. Amendment of 2013 Appropriation, Levy, and Agreement Ordinance. Section 2 of the 2013 Appropriation, Levy, and Agreement Ordinance is hereby amended by deleting the language indicated by strikeout and adding the underlined language as follows:

"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:

SOUTH WESTERN SPECIAL SERVICE AREA COMMISSION
SPECIAL SERVICE AREA BUDGET

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	EXPENDITURES	
Service Provider Agreement for the provision of Special Services	~~$187,512~~	$216,881
TOTAL BUDGET REQUEST	~~$187,512~~	$216,881

SOURCE OF FUNDING
Tax levy at an annual rate not to exceed one and zero hundredths

percent (1.00%) of the equalized assessed value, of the taxable property within Special Service Area Number 20	$172,905
Carryover funds currently available from prior tax years	$6,000
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, in an amount not to exceed five percent (5%) of the Services Tax for tax year 2011	$8,607
Fund 158	$29,369"

SECTION 3. Amendment to 2013 Service Provider Agreement. The Commissioner of the Department of Housing and Economic Development (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 amendment to the 2013 Service Provider Agreement in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "2013 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2013 Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the 2013 Service Provider Agreement Amendment.

SECTION 4. 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 5. 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 6. Effective Date. This ordinance shall take effect after its passage and publication.

EXHIBIT A

2013 Service Provider Agreement Amendment

AMENDMENT

Special Service Area 20

This Amendment ("**Amendment**") is made and entered into effective as of the ___ day of _____, 2013, by and between 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, and the Morgan Park Beverly Hills Business Association, an Illinois not-for-profit corporation ("**Contractor**").

BACKGROUND

The Contractor and the City have entered into an Agreement dated _____ ____, 2013 ("**Agreement**"), in which the Contractor is to perform certain services for Special Service Area Number 20. The Contractor and the City desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. **Exhibit 1(A), Amended Scope of Services and Budget for 2013**, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. **Article 2, Definitions**, is amended by adding the following definition for Surplus TIF Funds:

   "**Surplus TIF Funds"** means a portion of those Tax Increment Funds originally established by the City (fund 158) in connection with the Western/Rock Island Redevelopment Area, which remain unspent.

3. **Sections 5.01 and 5.02, Basis of Payment and Budget for Services**, respectively, are hereby deleted and replaced with the following:

   "5.01 Basis of Payment

   The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $172,905 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $6,000 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; (c) Late Collections in an amount not to exceed $8,607; and (d) TIF Surplus Funds in an amount not to exceed $29,369; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $216,881.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1(A) 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 2013 may not exceed $216,881, 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."

4. **Exhibit 2(A), Amended Economic Disclosure Statement and Affidavit**, is attached to this Amendment as Attachment 2 and incorporated by reference.

All terms of the Agreement remain in full force and effect except as modified in this Amendment.

SIGNED:

CITY OF CHICAGO

By: _____
Commissioner, Department of Housing and Economic Development

CONTRACTOR: _____

By:_____
(Signature)

Its:_____
(Print Name and Title)

Attest:_____

Its:_____
(Print Name and Title)

County of _____
State of _____

Acknowledged on _____[date] before me by_____ as _____[title] of _____[firm].

_____
Notary Public
Commission expires:

Attachment 1

Amended Scope of Services and Budget for 2013

SCHEDULE A: 2013 SSA BUDGET & SERVICES SUMMARY - Amended

City of Chicago, Department of Housing and Economic Development

SSA 20 Western Avenue

Service Provider Agency: Morgan Park Beverly Hills Business Association

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	+	SSA20 Share of TIF Surplus in Fund 158	=	2013 Budget
1.00 Advertising & Promotion	$ 12,900	+	$ -	+		+		=	$ 12,900
2.00 Public Way Maintenance	$ 61,100	+	$ -	+	$ -	+		=	$ 61,100
3.00 Public Way Aesthetics	$ 51,000	+	$ 6,000	+	$ -	+		=	$ 57,000
4.00 Tenant Retention/Attraction	$ 2,500	+	$ -	+	$ -	+		=	$ 2,500
5.00 Façade Improvements	$ -	+	$ -	+	$ -	+		=	$ -
6.00 Parking/Transit/Accessibility	$ -	+	$ -	+	$ -	+		=	$ -
7.00 Safety Programs	$ -	+	$ -	+	$ -	+		=	$ -
8.00 District Planning	$ 500	+	$ -	+	$ -	+		=	$ 500
9.00 Other Technical Assistance	$ -	+	$ -	+	$ -	+	$ 29,369	=	$ -
10.00 Personnel	$ 25,855	+	$ -	+	$ -	+			$ 25,855
11.00 Admin Non-Personnel	$ 15,050	+	$ -	+	$ -	+		=	$ 15,050
12.00 Loss Collection: 2.3%	$ 4,000	+	$ -	+	$ -	+		=	$ 4,000
13.00 Late Collections and Interest Income Thereon	$ -		$ -						$ -
GRAND TOTAL	$ 172,905	+	$ 6,000	+	$ 8,607	+	$ 29,369	=	$ 216,881

2013 Budget	$ 216,881

LEVY ANALYSIS		
1	Estimated 2011 EAV:	$43,052,050
2	Authorized Tax Rate Cap:	1.000%
3	Estimated 2012 Levy:	$172,905
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy = Est. Tax Rate):	0.402%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
4.00 Tenant Retention/Attraction
8.00 District Planning
9.00 Other Technical Assistance

Attachment 2

Amended Economic Disclosure Statement and Affidavit 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 35781

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Morgan Park Beverly Hills Business Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

10827 S Western
Chicago, IL 60643
United States

C. Telephone:

773-779-2530

Fax:

773-779-0436

Email:

mpbhba@aol.com

D. Name of contact person:

Megan Kennedy

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To ammend the 2013 Service Provider Agreement between the City of Chicago and Morgan Park Beverly Hills Business Association, they are providing special services, to allow for the budget to be increased by $29,369 for services within SSA20.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC 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. Thomas Gibbons
Title:	President
Role:	Both
Officer/Director:	Ms. Marcia Walsh
Title:	Board Member
Role:	Director
Officer/Director:	Mr. Thomas Baffes
Title:	Board Member
Role:	Director
Officer/Director:	Mrs. Megan Kennedy
Title:	Executive Director
Role:	Both
Officer/Director:	Mr. George Herzog
Title:	Treasurer
Role:	Both
Officer/Director:	Ms. Julie Harrigan Mayer
Title:	VP
Role:	Both
Officer/Director:	Mrs. Megan Parrilli
Title:	Secretary
Role:	Both
Officer/Director:	Mr. Steve English
Title:	Board Member
Role:	Officer
Officer/Director:	Mr. Joe Esselman
Title:	Board Member

Role:	Officer
Officer/Director:	Mrs. Kathy Broderick
Title:	Board Member
Role:	Officer

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:	Beverly Envionmental
Anticipated/ Retained:	Retained
Business Address:	16504 Dixie Highway Markham, IL 60428 United States
Relationship:	Supplier
Fees ($$ or %):	$56,000
Estimated/Paid:	Estimated

Name:	Desmond & Ahern
Anticipated/ Retained:	Anticipated
Business Address:	10827 S. Western Chicago, IL 60643 United States
Relationship:	Accountant
Fees ($$ or %):	$5,000
Estimated/Paid:	Estimated

Name:	Computer Bay
Anticipated/ Retained:	Retained
Business Address:	10407 S. Western Chicago, IL 60643 United States
Relationship:	Accountant
Fees ($$ or %):	$2,000
Estimated/Paid:	Estimated

Name:	Beverly Snow and Ice
Anticipated/ Retained:	Anticipated
Business Address:	16504 Dixie Highway Markham, IL 60428 United States
Relationship:	Other
Fees ($$ or %):	$3,000

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?

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:

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, 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.

The SPA is between the City of Chicago and Morgan Park Beverly Hills Business Association, they are providing special services, to ammend the budget, the increase amount is $29,369.

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/ 04/03/2013
Megan Kennedy
Executive Director
Morgan Park 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.

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 35781
Certificate Printed on: 04/04/2013

Date of This Filing:04/03/2013 04:25 PM
Original Filing Date:08/24/2012 11:36 AM

Disclosing Party: Morgan Park Beverly Hills Business Association
Filed by: Megan Kennedy

Title:Executive Director

Matter: To ammend the 2013 Service Provider Agreement between the City of Chicago and Morgan Park Beverly Hills Business Association, they are providing special services, to allow for the budget to be increased by $29,369 for services within SSA20.
Applicant: Morgan Park 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://webapps.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.

City of Chicago

O2013-3396

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Scope of services, budget and management agreement for Special Service Area No. 31
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing budget amendments for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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; and

WHEREAS, on December 8, 2004, 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 31 (the "Original Area") and authorized the levy of an annual tax for the period beginning in tax year 2004 through and including tax year 2013 (the "Original Services Tax") in an amount not to exceed an annual rate of thirty-five one-hundredths of one percent (0.35%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, on November 12, 2008 the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 31 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Original Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2008 through and including tax year 2017, not to exceed an annual rate of thirty-two one-hundredths of one percent (0.32%) 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 consisting of Lawrence Avenue from Leavitt to Clark Street; Clark Street from Ainslie Street to Montrose Avenue; Montrose Avenue from Clark Street to Seeley Avenue; Ravenswood Street from Lawrence Avenue to Addison Street; Irving Park Road from Ravenswood Street to Ashland Avenue; Damen Avenue from Wilson Avenue to Argyle Street; and the Ravenswood Hospital site including Wilson Avenue to Hermitage Avenue; and

WHEREAS, the Special Services authorized in the Establishment Ordinance include maintenance and beautification activities including, but not limited to, sidewalk cleaning, snow plowing, and landscaping; security programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; parking and transit programs; and other technical assistance activities to promote commercial and economic development; and

WHEREAS, on December 12, 2012, the City Council approved, among other things, the levy and collection of the Services Tax for tax year 2012 (the "2012 Levy Ordinance"); and

WHEREAS, the 2012 Levy Ordinance anticipated that the City Council would be

provided with a recommendation for a service provider and a service provider agreement for the expenditure of the Services Tax levied and collected in accordance with the 2012 Levy Ordinance for the provision of the Special Services during fiscal year 2013; and

WHEREAS, certain additional carryover amounts are available for the provision of the Special Services during fiscal year 2013 which were not identified and appropriated in the 2012 Levy Ordinance; and

WHEREAS, notwithstanding any provision of this or any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Housing and Economic Development ("HED") has prepared and transmitted to the City Council its recommendations for an agreement with the Ravenswood Community Council, an Illinois not-for profit corporation, as the service provider, the terms and conditions of which provide for the expenditure of a portion of the Services Tax levied pursuant to the 2012 Levy Ordinance for the provision of the Special Services in fiscal year 2013, 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. Appropriation. The amount of $72,875 in carryover funds from prior tax years is hereby appropriated for expenditure pursuant to the Service Provider Agreement (as hereinafter defined) for the provision of Special Services in the Area in fiscal year 2013. Such amount shall be added to the amount of $154,560 in carryover funds appropriated in the 2012 Levy Ordinance for a total of carryover funds not to exceed $227,435 available for expenditure pursuant to the Service Provider Agreement for the provision of Special Services in the Area in fiscal year 2013.

SECTION 3. Service Provider Agreement. The Commissioner of HED (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 Ravenswood Community 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. Upon execution, the term of the Service Provider Agreement shall begin retroactively as of January 1, 2013 and cover the period through and including December 31, 2013.

SECTION 4. 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 5. 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 6. Effective Date. This ordinance shall take effect as of the date of its passage and approval.

EXHIBIT A

Service Provider Agreement

Agreement for Special Service Area #31

between

the CITY OF CHICAGO

(Represented by the Special Service Area Commission)

and

RAVENSWOOD COMMUNITY COUNCIL

effective as of January 1, 2013 through December 31, 2013

Rahm Emanuel
Mayor

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EXHIBIT 8 Additional Audit Requirements

EXHIBIT 9 PLA

AGREEMENT

This Agreement for the management of Special Service Area Number 31 is entered into on_____, 2013 by and between Ravenswood Community 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(1) 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 31" ("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 .320% 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 December 12, 2012, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2013 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning retroactively as of January 1, 2013, and continuing until December 31, 2013, 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 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 Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic 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 Housing and Economic Development.

"**Establishment Ordinance**" means the ordinance enacted by City Council on November 12, 2008, 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) 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 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 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, 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 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 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, 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 30/565/1 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 statues, 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 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 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; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission 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 indemnitees 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 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.

In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

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 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 or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment 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 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 (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 retroactively as of January 1, 2013 ("Effective Date") and shall continue through December 31, 2013, 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 rendered between January 1, 2013 and December 31, 2013 is the sum of (a) $135,720 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $227,435 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 $14,292; the maximum compensation that the Contractor may be paid under this Agreement for services rendered between January 1, 2013 and December 31, 2013, therefore, shall not exceed $377,447.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, 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 paid for services rendered in calendar year 2013 may not exceed $377,447, 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 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 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 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 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.

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 2-154-020 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 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 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 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 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) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) 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.

(d) 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.

(e) In the event of any communication to Contractor by a City employee or City official in violation of paragraph (c) above, or advocating a violation of paragraph (d) 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 ("IGO Hiring Oversight"), and also to the head of the Department. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City 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, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **" business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

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, 2012, the Base Wage is $11.53, 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.

(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 that 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 further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 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.

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.

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 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 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.

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 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 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, 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

Contractor agrees that Contractor, 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 not make a contribution of any amount to the Mayor of the City of Chicago (**"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 any 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 Contractor or the date 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 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.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor 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. 11-4 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 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. 11-4 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 other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the

Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, 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 #31 Commission 1802 W. Berteau, Suite 102 Chicago, Illinois 60613
	Department of Housing and Economic 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:	Ravenswood Community Council 1802 W. Berteau, Suite 102 Chicago, Illinois 60613 Attention: Mr. Charles Daas

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
Housing and Economic 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)

EXHIBIT 1

Scope of Services & Budget

SCHEDULE A: 2013 SSA BUDGET & SERVICES SUMMARY

City of Chicago, Department of Housing and Economic Development

Ravenswood Community Council

Budget Period: January 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	=	2013 Budget
1.00 Advertising & Promotion	$ 2,500	+	$ 12,800	+		=	$ 15,300
2.00 Public Way Maintenance	$ 35,000	+	$ 33,278	+		=	$ 68,278
3.00 Public Way Aesthetics	$ 20,000	+	$ 100,000	+		=	$ 120,000
5.00 Façade Improvements	$ 16,000	+	$ 18,500	+		=	$ 34,500
6.00 Parking/Transit/Accessibility	$ -	+	$ 30,000	+		=	$ 30,000
8.00 District Planning	$ 2,600	+	$ 6,500	+		=	$ 9,100
10.00 Personnel	$ 35,721	+	$ 21,432	+			$ 57,153
11.00 Admin Non-Personnel	$ 4,899	+	$ 1,425	+		=	$ 6,324
12.00 Loss Collection: 14.0%	$ 19,000	+	$ -	+		=	$ 19,000
13.00 Late Collections and Interest Income Thereon	$ -		$ -		$ 14,292		$ 14,292
GRAND TOTAL	**$ 135,720**	+	**$ 227,435**	+	**$ 14,292**	=	**$ 377,447**

2013 Budget	$ 377,447

LEVY ANALYSIS		
1	Estimated 2011 EAV:	$127,630,656
2	Authorized Tax Rate Cap:	0.320%
3	Estimated 2012 Levy:	$135,720
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est. 2012 Levy = Est. Tax Rate):	0.106%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics
5.00 Façade Improvements
6.00 Parking/Transit/Accessibility
8.00 District Planning

EXHIBIT 2

Economic Disclosure Statement and Affidavit

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 40692

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Ravenswood Community Council

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1802 West Berteau, Suite 102
Chicago, IL 60613
United States

C. Telephone:

773-975-2088

Fax:

Email:

charles@ravenswoodcommunity.org

D. Name of contact person:

Mr. Charles Daas

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To enter into an agreement between the City of Chicago and Ravenswood Community Council to allow Ravenswood Community Council to provide special services within SSA31

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC 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. 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. Clayton Jirak
Title:
Role: Director

Officer/Director: Mr. Andrew Kucharski
Title:
Role: Director

Officer/Director: Mr. Anna Pavichevich
Title:
Role: Director

Officer/Director: Mr. William Helm
Title:
Role: Director

Officer/Director: Mr. Sheri Kamikow
Title:
Role: Director

Officer/Director: Ms. Rosemary Schulter
Title:
Role: Director

Officer/Director: Ms. Danielle Inendino
Title: Secretary
Role: Both

Officer/Director: Mr. Antonio Guillen
Title: Treasurer
Role: Both

Officer/Director: Mr. Ross Outten
Title: Vice-President
Role: Both

Officer/Director: Mr. Jeremy Custer

Title:	President
Role:	Both
Officer/Director:	Ms. Susan DiManno
Title:	
Role:	Director
Officer/Director:	Mr. Charles Daas
Title:	Director
Role:	Officer

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:	Cleanstreet
Anticipated/ Retained:	Anticipated
Business Address:	3501 West Fillmore St Chicago, IL 60624 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	$48,000
Estimated/Paid:	Estimated

Name:	Schanmier Landscape
Anticipated/ Retained:	Anticipated
Business Address:	4926 N. Troy Chicago, IL 60625 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$67,000
Estimated/Paid:	Estimated

Name:	Tovar Snow Removal
Anticipated/ Retained:	Retained
Business Address:	25817 Network Place Chicago, IL 60673 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$65,000
Estimated/Paid:	Estimated

Name:	Patch Landscaping

Anticipated/ Retained:	Anticipated
Business Address:	6107 N. Ravenswood Chicago, IL 60660 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$30,000
Estimated/Paid:	Estimated

Name:	Eilts and Associates
Anticipated/ Retained:	Anticipated
Business Address:	3711 N. Ravenswood, #105 Chicago, IL 60613 United States
Relationship:	Accountant
Fees ($$ or %):	$3,000
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

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, 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.

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/ 05/06/2013
Mr. Charles Daas
Executive Director
Ravenswood Community 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 FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 40692
Certificate Printed on: 05/06/2013

Date of This Filing:05/06/2013 05:18 PM
Original Filing Date:01/25/2013 01:18 PM

Disclosing Party: Ravenswood Community Council
Filed by: Mr. Charles Daas

Title:Executive Director

Matter: To enter into an agreement between the City of Chicago and Ravenswood Community Council to allow Ravenswood Community Council to provide special services within SSA31
Applicant: Ravenswood Community 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://webapps.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.

EXHIBIT 3

CONTRACTOR INSURANCE PROVISIONS

INSURANCE REQUIREMENTS
Special Services Area

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 **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, non-contributory 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, non-contributory basis.

4) Professional Liability

When any professional consultants (e.g.; CPA's, 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 (2) 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 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 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. Non-conforming 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 desire 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.

EXHIBIT 4

SECURITY FIRM INSURANCE PROVISIONS

CONTRACT INSURANCE REQUIREMENTS

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 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 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, 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 insureds 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 (2) 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. Non-conforming 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.

EXHIBIT 5

Prevailing Wages

Cook County Prevailing Wage for May 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		41.800	44.300	2.0	2.0	2.0	12.86	15.81	0.000	0.550
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430

SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:
- RG (Region)
- TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
- OSA (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not

listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT 6

Performance Bond Form

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

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,

SPECIMEN

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, judgements, 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 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.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, 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 or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

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 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 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 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 completion of 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 anywise 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)**

_____ _____ **(Seal)**

Purchasing Agent

_____ **(Seal)**

Approved as to form and legality:

_____ **(Seal)**

_____ _____ **(Seal)**

Assistant Corporation Counsel

PRINCIPAL
IF CORPORATION

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ President and _____ Secretary of the_____ who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such _____ President and_____ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said_____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ _____ of the_____who_____ personally known to be the same person _____ whose name_____ subscribed in the foregoing instrument as such_____ _____, appeared before me this day in person and acknowledged that_____ signed, sealed and delivered the said instrument of writing as_____free and voluntary act, and as the free and voluntary act of the said_____ for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

PRINCIPAL
IF INDIVIDUAL

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.

I,_____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that_____ who_____personally known to me to be the same persons whose name _____subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that_____ he_____ signed, sealed and delivered the said instrument of writing as_____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this_____ day of _____20____

_____
Notary Public

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 No._____ and Specification No._____ ("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.

EXHIBIT 7

Contractor 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 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 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

INSERT FULL-YEAR ASSESSMENT FORM

EXHIBIT 8

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 2 years,
    e. Whether the CPA Firm has received a positive peer review within the last 3 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 3 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 "carry over" 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 2013 Budget, 2013 Actual, Variance, 2012 Budget, 2012 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 (1) 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.

EXHIBIT 9

PLA

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 whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their 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 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 such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain 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 irrespective of the existence 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 agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation 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 solely 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 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 agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds $25,000.00. In no event shall contracts be "split" so as to avoid the applicability 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.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its 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, 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 referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated 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 further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor of subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/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 shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement 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 issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim 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, ail parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

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, as the internal jurisdictional authority of that International Union, shall consfitute a find and binding decision and determination as to the jurisdiction of work.)

b.) 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 subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" 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 become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibrafion 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 maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be

directed 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 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 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 (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its 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 Owners and/or General Contractor may apply.

16. 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" program to service 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 Projects. 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 Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including

the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring 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 implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 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)

_____

Its Duly Authorized Officer

City of Chicago

O2013-3399

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/8/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Scope of services, budget and management agreement for Special Service Area No. 44
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing budget amendments for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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 November 7, 2007, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended on December 12, 2007 (collectively the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 44 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2007 through and including 2016, not to exceed an annual rate of two and a half percent (2.5%) 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 consisting approximately of the area on the north side of 103rd Street, from Longwood Drive on the west to the Metra tracks (Hale Avenue) on the east, and the south side of 103rd Street from Longwood Drive on the west to Wood Street on the east; and

WHEREAS, the Special Services authorized in the Establishment Ordinance include but are not limited to, maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, the Establishment Ordinance provided for the appointment of the 103rd St. Beverly Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, on October 3, 2012, the City Council enacted an ordinance (the "2013 Appropriation, Levy, and Agreement Ordinance"), among other things, appropriating the sums necessary to provide the Special Services in and for the Area for 2013, levying the Services Tax for the tax year 2012, and authorizing an agreement with Beverly Area Planning Association, an Illinois not-for-profit corporation, as the service provider (the "2013 Service Provider"), for the provision of the Special Services in 2013; and

WHEREAS, pursuant to the 2013 Appropriation, Levy, and Agreement Ordinance the City and the 2013 Service Provider entered into a service provider agreement (the "2013 Service Provider Agreement"); and

WHEREAS, certain funds in Fund A52 ("Fund A52") in the amount of $2,036 are available for use in connection with the Area; and

WHEREAS, the City desires to increase the budget for Special Services in the Area in 2013 by $2,036; and

WHEREAS, the City therefore desires to amend both the 2013 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2013 Service Provider Agreement, pursuant to an amendment 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. Amendment of 2013 Appropriation, Levy, and Agreement Ordinance. Section 2 of the 2013 Appropriation, Levy, and Agreement Ordinance is hereby amended by deleting the language indicated by strikeout and adding the underlined language as follows:

"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:

103RD ST. BEVERLY SPECIAL SERVICE AREA COMMISSION
SPECIAL SERVICE AREA BUDGET

For the fiscal year commencing January 1, 2013 and ending December 31, 2013.

	EXPENDITURES	
Service Provider Agreement for the provision of Special Services	~~$14,473~~	$16,509
TOTAL BUDGET REQUEST	~~$14,473~~	$16,509
SOURCE OF FUNDING		
Tax levy at an annual rate not to exceed two and a half percent (2.5%) of the equalized assessed value, of the taxable property within Special Service Area Number 44	$10,050	
Carryover funds currently available from prior tax years	$3,900	
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, in an amount not to exceed		

five percent (5%) of the Services Tax for tax year 2011	$523
Fund A52	$2,036"

SECTION 3. Amendment to 2013 Service Provider Agreement. The Commissioner of the Department of Housing and Economic Development (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 amendment to the 2013 Service Provider Agreement in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "2013 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2013 Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the 2013 Service Provider Agreement Amendment.

SECTION 4. 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 5. 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 6. Effective Date. This ordinance shall take effect after its passage and publication.

EXHIBIT A

2013 Service Provider Agreement Amendment

AMENDMENT

Special Service Area 44

This Amendment ("**Amendment**") is made and entered into effective as of the ___ day of _____, 2013, by and between 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, and the Beverly Area Planning Association, an Illinois not-for-profit corporation ("**Contractor**").

BACKGROUND

The Contractor and the City have entered into an Agreement dated _____ ____, 2013 ("**Agreement**"), in which the Contractor is to perform certain services for Special Service Area Number 44. The Contractor and the City desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. **Exhibit 1(A), Amended Scope of Services and Budget for 2013**, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. **Article 2, Definitions**, is amended by adding the following definition for Surplus TIF Funds:

   "**Surplus TIF Funds**" means a portion of those Tax Increment Funds originally established by the City (fund A52) in connection with the Western Avenue/Rock Island Redevelopment Area, which remain unspent.

3. **Sections 5.01 and 5.02, Basis of Payment and Budget for Services**, respectively, are hereby deleted and replaced with the following:

   "5.01 Basis of Payment

   The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013 is the sum of (a) $10,050 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2012, whichever is less; (b) the total amount of Surplus Funds in the amount of $3, 900 which are being carried over from previous program years and which contractor hereby acknowledges are in its possession; (c) Late Collections in an amount not to exceed $523; and (d) TIF Surplus Funds in an amount not to exceed $2,036; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2013 and December 31, 2013, therefore, shall not exceed $16,509.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2013, attached hereto as Exhibit 1(A) 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 2013 may not exceed $16,509, 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."

4. **Exhibit 2(A), Amended Economic Disclosure Statement and Affidavit**, is attached to this Amendment as Attachment 2 and incorporated by reference.

All terms of the Agreement remain in full force and effect except as modified in this Amendment.

SIGNED:

CITY OF CHICAGO

By: _____
Commissioner, Department of Housing and Economic Development

CONTRACTOR: _____

By:_____
(Signature)

Its:_____
(Print Name and Title)

Attest:_____

Its:_____
(Print Name and Title)

County of _____
State of _____

Acknowledged on _____[date] before me by_____ as _____[title] of _____[firm].

_____
Notary Public
Commission expires:

Attachment 1

Amended Scope of Services and Budget for 2013

& SERVICES SUMMARY - Amendment

City of Chicago, Department of Housing and Economic Development

SSA #44 - 103rd Street Beverly

Service Provider Agency: Beverly Area Planning Association

Budget Period: January 1, 2013 to December 31, 2013

2013 BUDGET SUMMARY CATEGORY	2012 Levy	+	Carry Over	+	Late Collections and Interest Income Thereon	+	SSA44 Share of TIF Surplus in Fund A52	=	2013 Budget
1.00 Advertising & Promotion	$ 1,000	+	$ 1,000	+	$ -	+	$ -	=	$ 2,000
2.00 Public Way Maintenance	$ 5,450	+	$ -	+	$ -	+	$ -	=	$ 5,450
3.00 Public Way Aesthetics	$ 1,200	+	$ 1,500	+	$ -	+	$ 2,036	=	$ 2,700
10.00 Personnel	$ 1,600	+	$ -	+		+	$ -		$ 1,600
11.00 Admin Non-Personnel	$ 500	+	$ 100	+		+		=	$ 600
12.00 Loss Collection: 15.9%	$ 300	+	$ 1,300	+		+		=	$ 1,600
13.00 Late Collections and Interest Income Thereon	$ -	+	$ -	+	$ 523	+	$ -	=	$ 523
GRAND TOTAL	**$ 10,050**	+	**$ 3,900**	+	**$ 523**	+	**$ 2,036**	=	**$ 16,509**

2013 Budget	**$ 16,509**

LEVY ANALYSIS		
1	Estimated 2011 EAV:	$2,378,027
2	Authorized Tax Rate Cap:	2.500%
3	Estimated 2012 Levy	$10,050
4	Estimated Tax Rate to Generate 2012 Levy (EAV x Est 2012 Levy = Est. Tax Rate)	0.423%

2013 SSA SERVICES SUMMARY
1.00 Advertising & Promotion
2.00 Public Way Maintenance
3.00 Public Way Aesthetics

Attachment 2

Amended Economic Disclosure Statement and Affidavit 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 32700

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Beverly Area Planning Association

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

11107 S. Longwood Dr.
Chicago, IL 60643
United States

C. Telephone:

773-233-3100

Fax:

773-233-0869

Email:

mattwalsh@bapa.org

D. Name of contact person:

Mr. Matthew J. Walsh

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To amend the 2013 Service Provider Agreement between City of Chicago and Beverly Area Planning Association to allow for the budget to be increased by $2,036.00 for special services within SSA#44 - 103rd Street Beverly.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC 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. 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. Thomas Chomicz
Title:	Director
Role:	Director
Officer/Director:	Mr. Thomas Baffes
Title:	2nd VP
Role:	Both
Officer/Director:	Ms. Melinda Lawrence
Title:	Director
Role:	Director
Officer/Director:	Ms. Audrey Peeples
Title:	Director
Role:	Director
Officer/Director:	Ms. Gayle Scahill
Title:	Secretary
Role:	Both
Officer/Director:	Mr. John Kallianis
Title:	Director
Role:	Director
Officer/Director:	Ms. Margaret Tucker
Title:	Director
Role:	Director
Officer/Director:	Mr. Abraham Lentner
Title:	1st Vice President
Role:	Both
Officer/Director:	Mr. Dennis O'Malley
Title:	Treasurer

Role:	Both
Officer/Director:	Ms. Leslie Corbett Chenoweth
Title:	Director
Role:	Director
Officer/Director:	Mr. Matthew J. Walsh
Title:	Executive Director
Role:	Officer
Officer/Director:	Ms. Catherine Raaflaub
Title:	Director
Role:	Director
Officer/Director:	Mr. Matthew Cleveland
Title:	President
Role:	Both
Officer/Director:	Mr. Anthony McKenna
Title:	Director
Role:	Director
Officer/Director:	Mr. Warren Lawson
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:	Munro Landscape
Anticipated/ Retained:	Retained
Business Address:	10057 S. Western Ave. Chicago, IL 60643 United States
Relationship:	Subcontractor - non MWDBE
Fees ($$ or %):	$7,850.00
Estimated/Paid:	Estimated
Name:	Desmond & Ahern, Ltd.
Anticipated/ Retained:	Retained
Business Address:	10801 S. Western Ave. Chicago, 60643 United States
Relationship:	Accountant
Fees	$600.00

($$ or %):

Estimated/Paid: Estimated

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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?

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:

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, 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/ 04/05/2013
Mr. Matthew J. Walsh
Executive Director
Beverly Area Planning 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.

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 32700
Certificate Printed on: 04/05/2013

Date of This Filing:04/05/2013 03:47 PM
Original Filing Date:06/27/2012 03:31 PM

Disclosing Party: Beverly Area Planning Association
Filed by: Mr. Matthew J. Walsh

Title:Executive Director

Matter: To amend the 2013 Service Provider Agreement between City of Chicago and Beverly Area Planning Association to allow for the budget to be increased by $2,036.00 for special services within SSA#44 - 103rd Street Beverly.
Applicant: Beverly Area Planning 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://webapps.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.