(Published by the Authority of the City Council of the City of Chicago)

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

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Regular Meeting -- Wednesday, April 15, 2026

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**BRANDON JOHNSON**
**Mayor**

**ANDREA M. VALENCIA**
**City Clerk**

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*
Regular Meeting -- Wednesday, April 15, 2026

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## Attendance At Meeting.

*Present* -- The Honorable Brandon Johnson, Mayor, and Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

*Absent* -- None.

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## Call To Order.

On Wednesday, April 15, 2026 at 10:26 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons Hopkins, Dowell, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons La Spata and Yancy submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, the members physically present in the Chamber accepted by a unanimous viva voce vote, the request by Alderpersons La Spata and Yancy to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 46 persons.

## Pledge Of Allegiance.

Mayor Brandon Johnson led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

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## Invocation.

Reverend Leon Perry, Senior Pastor of Metropolitan Community Church, opened the meeting with prayer.

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## PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public addressed the City Council:

Jordan Muhammad

Debra Lawson

Doshana Irving

Rael Jackson

Emily Chaclas

Raeghn Draper

Sanya Brartiya

Judith Fonseca

Zhenya Polozova

Grant Scherber

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public submitted written comments to the City Council:

Semira Curry

Andreea Grigorie-Gal

Mika Nava Muñoz

Alison DeGuide

Andrew Garcia

Mariah Mata

Julia Epplin-Zapf

John Paul Jones

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At this point in the proceedings, the Honorable Brandon Johnson, Mayor, requested that the members of the City Council and assembled guests pause and observe a moment of silence in memory of the late Barbara Deer and her son Kaleb Deer and to offer our prayers to their family and for all individuals impacted by gun violence.

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## *REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.*

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*Rules Suspended* -- RECOGNITION OF WEDNESDAY, APRIL 22, 2026, AS EARTH DAY IN CHICAGO.

[R2026-0024854]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Harris, Hadden, Dowell, Conway, Knudsen, O'Shea, Quinn, Martin, Taliaferro, Rodríguez-Sánchez, Quezada, Reilly, Ervin, Rodríguez, Mosley, Manaa-Hoppenworth, Sposato, Villegas, Scott, Sigcho-Lopez, Silverstein, Yancy, Lopez, La Spata, Gardiner, Waguespack, Nugent, Gutiérrez, Clay, Mitts and City Clerk Valencia, a resolution celebrating Earth Day.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, The first Earth Day was held on April 22, 1970, inspiring 20 million Americans to take to the streets, parks, and auditoriums to demonstrate against the negative impacts of industrial development on the environment, natural resources, and public health; and

WHEREAS, By the end of 1970, the first Earth Day led to the creation of the United States Environmental Protection Agency and the passage of seminal environmental laws, including the National Environmental Education Act, the Occupational Safety and Health Act, and the Clean Air Act; and

WHEREAS, By 2010, nearly one billion people around the world celebrated Earth Day and called for urgent action on climate change and other environmental issues, a movement that ultimately culminated in the historic signing of the Paris Agreement by world leaders from 175 nations on Earth Day in 2016, the largest international treaty on climate change; and

WHEREAS, Climate change now affects all people around the world, including in every region of the United States, where people are experiencing warming temperatures, prolonged heatwaves, as well as increased extreme weather events such as heavy precipitation, drought, flooding, wildfire, and hurricanes; and

WHEREAS, Climate change worsens long-standing inequities in communities already overburdened by the cumulative effects of adverse environmental, health, economic, or social conditions, thereby contributing to persistent disparities in the resources needed to prepare for, respond to, and recover from climate impacts; and

WHEREAS, Chicago experiences the negative effects of climate change acutely, with 2024 emerging as the hottest year on record for the City and 2025 experiencing weather extremes at both ends of the spectrum, including more than 25 days reaching over 90 degrees Fahrenheit and over 17 inches of snow by December 7 -- the most in nearly fifty years; and

WHEREAS, In 2022, Chicago released its updated Climate Action Plan, setting ambitious goals to reduce greenhouse gas emissions by 62% by 2040 and to center equity in climate investments; and

WHEREAS, The City embarked on a baseline Cumulative Impacts Assessment that describes how environmental burdens, health conditions, and social stressors vary across Chicago and produced policy recommendations to address past harms; and

WHEREAS, Hazel M. Johnson, widely recognized as the "Mother of Environmental Justice", dedicated her life to advocating for communities affected by environmental pollution, particularly low-income and communities of color on the South Side of Chicago and her tireless work continues to inspire our ongoing commitment to environment and sustainability; now, therefore,

*Be It Resolved,* That we, the Mayor and the members of the Chicago City Council, assembled this 15th day of April 2026, do hereby recognize April 22nd as Earth Day, and celebrate the environmental successes within the City and wider world while also encouraging all Chicagoans to continue doing their part in ensuring that future generations can inherit a sustainable and healthy planet.

On motion of Alderperson Mitchell, seconded by Alderpersons Hadden, Clay, Sigcho-Lopez, Quezada, Ramirez and Knudsen, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, expressed his support for the resolution and stated that the City of Chicago "celebrates Earth Day, recognizing the beauty of our planet and, most importantly, doing our part to ensure future generations inherit a sustainable and healthy planet". Mayor Johnson spoke of the City's hosting of the Earth Day in Motion initiative and sponsorship of the various family centered events in parks and libraries designed to promote sustainable practices and community pride in our public spaces through community clean-ups, while emphasizing and reminding residents that environmental stewardship must occur throughout the year. Mayor Johnson then recognized and acknowledged the work of environmental and climate justice advocates and grassroots organizers who "carry the fight for environmental and climate justice across Chicago every day", and highlighted the legacy of Hazel Johnson, the mother of environmental justice, whose work in Altgeld Gardens showed our city and this country that environmental harm is not felt equally and how pollution and toxic waste disproportionately impacts Black communities. The Mayor further noted that her legacy led to the introduction of the Hazel Johnson cumulative impacts ordinance, which aims to ensure that factors contributing to disparate environmental burdens in Black and Brown communities are considered in land use and permitting decisions for heavy industrial facilities. "Climate change isn't a distant crisis that we read about in headlines, far away from our lives", the Mayor observed, but rather "it is here in Chicago". Citing flooding, infrastructure strain and wildfire smoke as immediate concerns, Mayor Johnson described the City's sustainability and resilience efforts guided by the Climate Action Plan which sets the ambitious goal of reducing greenhouse gas emissions by 62 percent by 2040. Mayor Johnson also highlighted various initiatives such as Our Roots Chicago, the Climate Infrastructure Fund, and the Green Homes Chicago Program as examples of efforts to expand the tree canopy, support clean energy retrofits, and improve energy efficiency in homes. In concluding his remarks, Mayor Johnson affirmed that "the work continues -- because the future of our city and planet depends on it", and urged residents to do their part to protect and preserve Chicago, stating, "Let's leave Chicago better than we found it".

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*Rules Suspended* -- DESIGNATION OF APRIL 1 THROUGH APRIL 30 AS ARAB AMERICAN HERITAGE MONTH IN CHICAGO.

[R2026-0024853]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Hadden, Dowell, Conway, Knudsen, O'Shea, Quinn, Martin, Taliaferro, Rodríguez-Sánchez,

Quezada, Reilly, Ervin, Rodríguez, Mosley, Manaa-Hoppenworth, Sposato, Villegas, Scott, Sigcho-Lopez, Silverstein, Yancy, Lopez, La Spata, Gardiner, Waguespack, Nugent, Gutiérrez, Clay, Mitts and City Clerk Valencia, a resolution commemorating Arab American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, From April 1 through April 30 each year, the United States celebrates Arab American Heritage Month, recognizing the history, culture, and contributions of Arab Americans; and

WHEREAS, Arab Americans are an integral part of Chicago's diverse communities and have made significant contributions to the City's cultural, economic, and civic life; and

WHEREAS, In the middle of the 20th century, Arab Americans established vibrant communities in the Chicago Lawn and Gage Park neighborhoods, and today, Arab Americans maintain a strong presence in these and many other areas across the City; and

WHEREAS, The Arab American community in Chicago and the surrounding region is among the largest in the nation, with a substantial and growing population contributing to the vitality of the metropolitan area; and

WHEREAS, Arab Americans play an essential role in shaping Chicago's business landscape, with numerous Arab-owned businesses contributing to the economic vitality of neighborhoods across the City; and

WHEREAS, Arab American organizations provide critical advocacy, education, and social services that strengthen communities and promote civic engagement; and

WHEREAS, Chicago is home to longstanding cultural and religious institutions that preserve and celebrate Arab heritage and identity; and

WHEREAS, Arab American Heritage Month provides an opportunity to recognize and address issues impacting the Arab American community, including the need to combat harmful stereotypes, prejudice, and discrimination; and

WHEREAS, Arab Americans have made invaluable contributions to academia, art, business, medicine, politics, science, and social justice advocacy, further enriching the social and cultural fabric of Chicago; and

WHEREAS, The City of Chicago takes pride in its diversity and values the role of Arab Americans in shaping its history, identity, and future; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 15th day of April 2026, do hereby reaffirm our designation of April 1 through April 30 as Arab American Heritage Month in Chicago, and encourage all Chicagoans to recognize and celebrate the contributions of Arab Americans to our great City.

On motion of Alderperson Villegas, seconded by Alderpersons Lee, Vasquez, Quinn, Hadden, Sigcho-Lopez, Rodríguez, Gardiner, Silverstein, Robinson, Fuentes, Hall and Curtis, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, expressed his support for the resolution recognizing Arab American Heritage Month and emphasized the longstanding and important role the Arab American community plays in shaping the culture and fabric of Chicago. "Our city is made better due to the indelible contributions they have made in the arts, the economy, science, and social justice that have touched every corner of our city" and yet, the Mayor noted, we regrettably notice the continued discrimination and inequality many community members face, observing that they are too often "marginalized and targeted... just because of who they are". Mayor Johnson further stated that "coming together to celebrate Arab American Heritage Month is so important", explaining that the observance of Arab American Heritage Month not only honors the community's contributions

and achievements but also brings needed attention to ongoing challenges they are facing. Mayor Johnson concluded by reaffirming the city's commitment to diversity, inclusion and recognition of the community as the City Council formally declared May as Arab American Heritage Month.

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REGULAR ORDER OF BUSINESS RESUMED.

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*Referred* -- APPOINTMENT OF ANGELIQUE GUZMAN AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.
[A2026-0024728]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 8, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Angelique Guzman as a commissioner of the Community Commission for Public Safety and Accountability for a four-year term, effective at the expiration of the term of the commissioner whose term will end on June 23, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF ANJANETTE YOUNG AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2026-0024727]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 8, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Anjanette Young as a commissioner of the Community Commission for Public Safety and Accountability for a four-year term, effective at the expiration of the term of commissioner whose term will end on June 23, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF ERIC KIRSAMMER AS MEMBER OF CENTRAL LAKEVIEW/WRIGLEYVILLE COMMISSION (SPECIAL SERVICE AREA NO. 17-2025).

[A2026-0024856]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Eric Kirsammer as a member of Special Service Area Number 17-2025, the Central Lakeview/Wrigleyville Commission, for a term effective immediately and expiring March 14, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF ANDREW RIZZO AS MEMBER OF CENTRAL LAKEVIEW/WRIGLEYVILLE COMMISSION (SPECIAL SERVICE AREA NO. 17-2025).

[A2026-0024857]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Andrew Rizzo as a member of Special Service Area Number 17-2025, the Central Lakeview/Wrigleyville Commission, for a term effective immediately and expiring March 14, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF JEANNE SALITURE AS MEMBER OF CENTRAL LAKEVIEW/WRIGLEYVILLE COMMISSION (SPECIAL SERVICE AREA NO. 17-2025).

[A2026-0024858]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Jeanne Saliture as a member of Special Service Area Number 17-2025, the Central Lakeview/Wrigleyville Commission, for a term effective immediately and expiring March 14, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF JOSE CRUZ AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2026-0024859]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Jose Cruz as a member of Special Service Area Number 24, the Clark Street Commission, for a term effective immediately and expiring January 15, 2029.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF LINDSAY MOYER AS MEMBER OF DIVISION/DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).

[A2026-0024860]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 18, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Lindsay Moyer as a member of Special Service Area Number 82, the Division/Dearborn Commission, for a term effective immediately and expiring May 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF ADAM RISOLIA AS MEMBER OF DIVISION/DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).
[A2026-0024861]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Adam Risolia as a member of Special Service Area Number 82, the Division/Dearborn Commission, for a term effective immediately and expiring May 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF LAURETTA STEWART AS MEMBER OF DIVISION/DEARBORN COMMISSION (SPECIAL SERVICE AREA NO. 82).
[A2026-0024862]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- I have appointed Lauretta Stewart as a member of Special Service Area Number 82, the Division/Dearborn Commission, for a term effective immediately and expiring May 20, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF SECTION 2-32-085 OF MUNICIPAL CODE REGARDING ELIGIBLE ENTITIES WITHIN VOLUNTARY CHARITABLE PAYROLL DEDUCTIONS PROGRAM.

[O2026-0024868]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance amending Section 2-32-085 of the Municipal Code regarding the Voluntary Charitable Payroll Deductions Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF TITLES 2, 14A, 14B, 14F, 14G, 14M, 14N, 14R, 14X, 17 AND 18 OF MUNICIPAL CODE REGARDING VARIOUS BUILDING CODE RELATED PROVISIONS.

[O2026-0024930]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending the Municipal Code regarding various parts of the Building Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE FOR MIXED-USE DEVELOPMENT PROJECT AT 3959 N. LINCOLN AVE.

[O2026-0024884, O2026-0024885]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith ordinances authorizing the issuance of financial assistance for a mixed-use development at 3959 North Lincoln Avenue.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT IRVIN C. MOLLISON ELEMENTARY SCHOOL AT 4415 S. DR. MARTIN LUTHER KING, JR. DR.

[O2026-0024869]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Board of Education to provide TIF funds for improvements at Irwin C. Mollison Elementary School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REDEVELOPMENT AGREEMENT WITH SOUTH SIDE COMMUNITY ART CENTER TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUNDS FOR RENOVATION OF PROPERTY AT 3831 S. MICHIGAN AVE.

[O2026-0024925]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with South Side Community Art Center to provide neighborhood opportunity funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REDEVELOPMENT AGREEMENT WITH THE WORKSHOP ARTS COLLABORATIVE LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR 3741 -- 3749 W. LAWRENCE AVE.

[O2026-0024870]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with The Workshop Arts Collaborative LLC to provide TIF funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- FIRST AMENDMENT OF REDEVELOPMENT AGREEMENT WITH CELADON CONSTRUCTION CORPORATION NFP, CELADON PARTNERS LLC, BLACKWOOD DEVELOPMENT PARTNERS LLC, UNITED YARDS 1B LL LLC AND UNITED YARDS 1B QALICB LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR UNITED YARDS 1B PROJECT AT 4700 S. ASHLAND AVE.

[O2026-0024871]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a

redevelopment agreement to provide TIF funds to reimburse costs associated with the development of the United Yards 1B project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH WESTSIDE HEALTH AUTHORITY TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR ASPIRE CENTER PROJECT AT 5500 W. MADISON ST.
[O2026-0024878]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Westside Health Authority to provide TIF funds for the Aspire Center redevelopment project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT NO. 3 TO REDEVELOPMENT PLAN, DESIGNATION OF REDEVELOPMENT AREA AND ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR CANAL/CONGRESS REDEVELOPMENT PROJECT AREA.

[O2026-0024873, O2026-0024874, O2026-0024875]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the third amendment to the Canal/Congress Tax Increment Financing Redevelopment Plan.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- AMENDED YEAR 2026 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT WITH UPTOWN UNITED FOR SPECIAL SERVICE AREA NO. 34.

[O2026-0024865]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amended 2026 budget and the execution of a service provider agreement with Uptown United for Special Service Area Number 34.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- SALE OF CITY-OWNED LANDS AT VARIOUS LOCATIONS.
[O2026-0024948, O2026-0024949, O2026-0024950, O2026-0024951, O2026-0024952, O2026-0024953]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- SALE OF CITY-OWNED PROPERTY AT 4321, 4323, 4324, 4327, 4329, 4333, 4335, 4339, 4341 AND 4343 S. LANGLEY AVE. AND 724, 736, 738 AND 744 E. 44TH ST. (UBUNTU VILLAGE) TO SUNSHINE MANAGEMENT LLLP UNDER CHIBLOCKBUILDER AND CITY LOTS FOR WORKING FAMILIES.

[O2026-0024945]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of City-owned lands for the City Lots for Working Families program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- ASSIGNMENT OR REIMBURSEMENT OF COMMUNITY BENEFIT FUNDS TO THE MAGNIFICENT MILE ASSOCIATION AS SERVICE PROVIDER FOR PUBLIC SAFETY IMPROVEMENTS IN AREA SURROUNDING BALLY'S CHICAGO CASINO.

[O2026-0024866]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Public Safety:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 15, 2026.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Commissioner of Planning and Development, I transmit herewith an ordinance authorized the execution of a service provider agreement with the Magnificent Mile Association to issue Community Benefits Funds for public safety improvements in the area surrounding the Casino.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Placed On File* -- MAYORAL VETO OF SUBSTITUTE ORDINANCE PASSED ON MARCH 18, 2026 WHICH AMENDS MUNICIPAL CODE SECTION 6-105-030 REGARDING MINIMUM HOURLY WAGE IN OCCUPATIONS RECEIVING GRATUITIES (SO2025-0017549).

[F2026-0024166]

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that the following communication was filed in her office on Wednesday, March 25, 2026, at 2:31 P.M.:

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 2026.

Office of the City Clerk
Honorable Anna Valencia
City Clerk
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

*To the Honorable, The City Council of the City of Chicago and City Clerk Valencia:*

I return herewith, without my approval, an ordinance passed by the City Council on March 18, 2026 (SO2025-0017549), amending the Municipal Code regarding the minimum hourly wage in occupations receiving gratuities.

This ordinance would deprive tipped workers of desperately needed financial stability across the City of Chicago by maintaining a subminimum wage. This ordinance would harm an estimated 80,000 tipped workers in Chicago. The impacted tipped workers are disproportionately Black and Brown women. The ordinance would make the income of such workers dependent on unpredictable tips rather than stable, guaranteed pay. The impact of this ordinance is compounded by the cost of living that continues to rise due to tariffs, inflation, and war in the Middle East. At a time when real wages are not keeping up with inflation, we cannot punish those that are most vulnerable to economic precarity.

Despite the claims made by the proponents of this ordinance, data indicates that the implementation of the One Fair Wage ordinance has no adverse impact on the growth of the restaurant industry. In fact, the retail food establishment license renewal rate has strengthened under One Fair Wage, with a consistent 81% of yearly issued licenses being renewals from 2022 -- 2024 and rising to 83% in 2025 after the second step raise was instituted. Far more retail food establishments are staying open rather than closing. The sector is growing, adding a net 680 Retail Food Establishment licenses in 2024 and another 664 in 2025.

I am committed to protecting the stability which has been granted to tipped workers through the One Fair Wage ordinance and continue to stand shoulder to shoulder with hard-working Chicagoans as they seek security, opportunity, and dignity in the workplace.

For the above-stated reasons, it is my duty to veto this ordinance. Madam Clerk, please read this letter at the April 15, 2026 City Council meeting under the heading of "Reports and Communications from the Mayor and other City officers".

Sincerely,

(Signed) BRANDON JOHNSON,
*Mayor.*

Alderperson Villegas moved that the substitute ordinance (SO2025-0017549) pass, notwithstanding the Mayor's veto.

After debate, the Clerk called the roll and the motion to override the Mayoral veto *Failed* by yeas and nays as follows:

*Yeas* -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Tabares, Scott, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 30.

*Nays* -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Moore, Rodríguez, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 19.

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

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

*Placed On File* -- NOTIFICATION OF SALE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, SERIES 2026A.

[F2026-0024162]

A communication from Jill Jaworski, Chief Financial Officer, under the date of March 25, 2026, and received in the Office of the City Clerk on March 25, 2026, transmitting, pursuant to Section 3.1(l) of the ordinance, a notification of sale of the City of Chicago General Obligation Bonds, Series 2026A, together with the series designation, aggregate principal amount and maturity schedule and authorized denominations and redemption provisions summary of the Series 2025B bonds purchase agreement, summary of refinanced obligations, identity of the underwriters for the bonds, and the purpose for which the bonds were issued, which was *Placed on File*.

*Placed On File* -- NOTIFICATION OF SALE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, SERIES 2026B.

[F2026-0024163]

A communication from Jill Jaworski, Chief Financial Officer, under the date of March 25, 2026, received in the Office of the City Clerk on March 25, 2026, transmitting, pursuant to Section 3.1(I) of the ordinance, a notification of sale of the City of Chicago General Obligation Bonds, Series 2026B, together with the series designation, aggregate principal amount and maturity schedule and authorized denominations and redemption provisions summary of the Series 2025B bonds purchase agreement, summary of refinanced obligations, identity of the underwriters for the bonds, and the purpose for which the bonds were issued, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S REPORT OF CHICAGO POLICE DEPARTMENT'S IMPLEMENTATION OF IMMEDIATE RECOMMENDATIONS TO IMPROVE HOMICIDE INVESTIGATIONS.

[F2026-0024517]

A communication from Deborah Witzburg, Inspector General, under the date of April 2, 2026, and received in the Office of the City Clerk on April 2, 2026, transmitting a report regarding the Chicago Police Department's implementation of recommendations made by the Police Executive Research Forum (PERF) regarding homicide investigations, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S REPORT ON FAIRNESS AND CONSISTENCY IN CHICAGO POLICE DEPARTMENT'S RELIEF OF POLICE POWERS.

[F2026-0024705]

A communication from Deborah Witzburg, Inspector General, under the date of April 9, 2026, and received in the Office of the City Clerk on April 8, 2026, transmitting a report regarding the Chicago Police Department's process for relieving or "stripping" police powers of sworn Chicago Police Department members in connection with allegations of misconduct, which was *Placed on File*.

*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S FIRST QUARTER REPORT FOR YEAR 2026.

[F2026-0024872]

A communication from Deborah Witzburg, Inspector General, under the date of April 15, 2026, and received in the Office of the City Clerk on April 15, 2026, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, the Year 2026 first quarter report of the Office of the Inspector General providing an overview of their investigations, audits and review of administrative programs for the period of January 1, 2026 through March 31, 2026, which was *Placed on File*.

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*Placed On File* -- CIVILIAN OFFICE OF POLICE ACCOUNTABILITY ANNUAL YEAR 2025 REPORT.

[F2026-0024157]

A communication from Andrea Kersten, Chief Administrator, Civilian Office of Police Accountability, under the date of February 15, 2026, and received in the Office of the City Clerk on March 24, 2026, transmitting, pursuant to Section 2-78-150 of the Municipal Code of Chicago and the Consent Decree resulting from the case of *State of Illinois v. City of Chicago* (Northern District of Illinois, Eastern Division Case Number 17-cv-6260), the annual report of the Civilian Office of Police Accountability providing updates on operations, investigations and analysis of collected data for the period of January 1, 2025 through December 31, 2025, which was *Placed on File*.

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*Placed On File* -- TABULATED STATEMENT OF RETURNS AND PROCLAMATION OF RESULTS OF CANVASS OF PRIMARY ELECTION RETURNS FOR MARCH 17, 2026 GENERAL ELECTION.

[F2026-0024669]

A communication from Sandra Aspera, Executive Director, Board of Election Commissioners, under the date of April 7, 2026, and received in the Office of the City Clerk on April 7, 2026, transmitting the tabulated statement of returns and proclamation of results of the canvass of the primary election returns for the general election held in each precinct and in all wards in the City of Chicago on March 17, 2026, which was *Placed on File.*

## City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on March 18, 2026 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 15, 2026 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on March 18, 2026, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

*Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Acosta, Elizabeth and Rivera, Selvin (Application Number 23053) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 16-I bounded by:

a line 208.79 feet north of and parallel to West 70th Street; South Campbell Avenue; a line 178.79 feet north of and parallel to West 70th Street; and the public alley next west of and parallel to South Campbell Avenue (common address: 6940 South Campbell Avenue).

[O2026-0024769]

Alta Insula Realty LLC (Application Number 23050T1) -- to classify as an M2-3 Light Industry District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

the public alley next north of and parallel to West Lake Street; North Albany Avenue; West Lake Steet; and a line 104.05 feet west of and parallel to North Albany Avenue (as measured along the northern boundary of West Lake Steet) (common address: 3100 -- 3108 West Lake Street).

[O2026-0024766]

ASI (Application Number 23059T1) -- to classify as a B3-3 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 5-J bounded by:

the public alley next north of and parallel to West North Avenue; North St. Louis Avenue; West North Avenue; and a line 50 feet west of and parallel to North St. Louis Avenue (common address: 3444 -- 3446 West North Avenue).

[O2026-0024791]

Democrat Bar and Grill LLC (Application Number 23057) -- to classify as a C1-3 Neighborhood Commercial District instead of a B3-3 Community Shopping District the area shown on Map Number 10-D bounded by:

a line 148.30 feet south of and parallel to 43rd Street; the public alley next east of and parallel to Cottage Grove Avenue; a line 198.30 feet south of and parallel to 43rd Street; and Cottage Grove Avenue (common address: 4315 -- 4317 South Cottage Grove Avenue).

[O2026-0024787]

EGP Madison Apartments LLC (Application Number 23048T1) -- to classify as a B3-3 Community Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 2-I bounded by:

West Madison Street; and a line 138 feet east of and parallel to South Rockwell Street; the public alley next south of and parallel to West Madison Street; and South Rockwell Street (common address: 2553 -- 2565 West Madison Street).

[O2026-0024764]

Janapareddy, Deepthi (Application Number 23064T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

a line 75 feet north of and parallel to West Hubbard Street; North Aberdeen Street; a line 50 north of and parallel to West Hubbard Street; and the public alley next west of and parallel to North Aberdeen Street (common address: 446 North Aberdeen Street).

[O2026-0024864]

Janapareddy, Deepthi (Application Number 23065T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

a line 99 feet north of and parallel to West Hubbard Street; North Aberdeen Street; a line 75 north of and parallel to West Hubbard Street; and the public alley next west of and parallel to North Aberdeen Street (common address: 448 North Aberdeen Street).

[O2026-0024867]

Looking Glass Opportunity Fund Ltd. (Application Number 23063T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 16-G bounded by:

a line 166 feet south of and parallel to West Marquette Road; South Bishop Street; a line 191 feet south of and parallel to West Marquette Road; and the alley next west of and parallel to South Bishop Street (common address: 6716 South Bishop Street).

[O2026-0024863]

Lotus Property Group LLC (Application Number 23062T1) -- to classify as an RM5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 2-I bounded by:

West Monroe Street, a line 107 feet east of and parallel to South Washtenaw Avenue; the public alley south of and parallel to West Monroe Street; and then a line 132 feet east of and parallel to South Washtenaw Avenue (common address: 2653 West Monroe Street).

[O2026-0024821]

Lukaven Properties LLC (Application Number 23051T1) -- to classify as an RM5 Residential Multi-Unit District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 1-H bounded by:

the public alley next south of and parallel to West Madison Street; a line 239.16 feet west of and parallel to North Hoyne Avenue; West Madison Street; and a line 279.02 feet west of and parallel to North Hoyne Avenue (common address: 2124 West Madison Street).

[O2026-0024767]

Oakley Collection LLC (Application Number 23052T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

a line 138.75 south of and parallel to West Nelson Street; North Oakley Avenue; a line 263.75 south of and parallel to West Nelson Street; and the public alley next west of and parallel to North Oakley Avenue (common address: 3000 -- 3010 North Oakley Avenue).

[O2026-0024768]

One Tail at a Time NFP (Application Number 23058) -- to classify as an M2-1 Light Industry District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 3-J bounded by:

North Homan Avenue; the Chicago, Milwaukee and St. Paul Railroad; and West Augusta Boulevard (common address: 1001 -- 1021 North Homan Avenue).

[O2026-0024790]

Pilsen Gateway LLC (Application Number 23045) -- to classify as Residential-Business Planned Development Number 1067, as amended, instead of Residential Business Planned Development Number 1067 the area shown on Map Number 4-G bounded by:

West 14th Place; South Racine Avenue; West 15th Street; and South Blue Island Avenue (common address: 1441 -- 1471 South Blue Island Avenue, 1434 -- 1458 South Racine Avenue and 1200 -- 1228 West 15th Street).

[O2026-0024734]

Pro Homes, Inc. (Application Number 23047T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-G bounded by:

a line 324.50 feet southeast of the southeast corner of the intersection of North Lincoln Avenue and North Greenview Avenue, as measured along the southwest boundary of North Lincoln Avenue and North Greenview Avenue; North Lincoln Avenue; a line 374.5 feet southeast of the south corner of the intersection of North Lincoln Avenue and North Greenview Avenue, as measured along the southwest boundary of North Lincoln Avenue and North Greenview Avenue; the alley next southwest of and parallel to North Lincoln Avenue (common address: 3040 -- 3042 North Lincoln Avenue).

[O2026-0024762]

Sager, Nathaniel and Sarah (Application Number 23060T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

a line 149.53 feet south of and parallel to West Cornelia Avenue; North Janssen Avenue; a line 224.53 feet south of and parallel West Cornelia Avenue; and the public alley next west of and parallel to North Janssen Avenue (common address: 3440 -- 3444 North Janssen Avenue.)

[O2026-0024805]

Twisted Realty LLC (Application Number 23054) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 18-E bounded by:

East 75th Street; South Langley Avenue; a line 100.85 feet south of and parallel to East 75th Street; and a line 66 feet west of and parallel to South Langley Avenue (common address: 657 East 75th Street).

[O2026-0024770]

2A Kemora LLC (Application Number 23061) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B3-1 Neighborhood Commercial District the area shown on Map Number 11-K bounded by:

West Lawrence Avenue; North Kedvale Avenue; the alley next south of and parallel to West Lawrence Avenue; and a line 97 feet west of and parallel to North Kedvale Avenue (common address: 4133 -- 4135 West Lawrence Avenue).

[O2026-0024820]

9 Foundations LLC (Application Number 23056T1) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an M3-3 Heavy Industry District the area shown on Map Number 5-G bounded by:

the public alley next north of and parallel to West North Avenue; a line 25 feet east of and parallel to North Ada Street; West North Avenue; and North Ada Street (common address: 1312 West North Avenue).

[O2026-0024785]

1901 Clybourn LLC (Application Number 23055T1) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-G bounded by:

North Maud Avenue; a line 95.70 feet northwest and parallel to North Kenmore Avenue; the public alley next north and parallel to North Clybourn Avenue; a line 338.80 feet northwest and parallel to North Kenmore Avenue; North Clybourn Avenue; North Kenmore Avenue; and a line 23.70 feet northwest of and parallel to North Kenmore Avenue (common address: 1901 -- 1925 North Clybourn Avenue and 1904 -- 1908 North Maud Avenue).

[O2026-0024781]

3303 S Justine LLC (Application Number 23046) -- to classify as a C2-3 Motor Vehicle Related Commercial District instead of an M2-1 Light Industry District, and further to classify as a Residential Business Planned Development instead of a C2-3 Motor Vehicle Related Commercial District the area shown on Map Number 8-G bounded by:

West 33rd Street; a line extending southward and parallel to South Justine Street a distance of 379.42 feet from a point on West 33rd Street; a line extending westward and parallel to West 33rd Street a distance of 200 feet from a point 500 feet from South Justine Street; a line extending southward and parallel to South Justine Street a distance of 90 feet from a point 300 feet from South Justin Street; a line extending westward and parallel to West 33rd Street a distance of 300 feet from a point 300 feet from South Justin Street; and South Justine Street (common address: 3301 -- 3315 South Justine Street).

[O2026-0024780]

4447 Ashland Corp. (Application Number 23049T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-G bounded by:

a line 92 feet south of and parallel to West Sunnyside Avenue; the public alley next east of and parallel to North Ashland Avenue; a line 142 feet south of and parallel to West Sunnyside Avenue; and North Ashland Avenue (common address: 4447 North Ashland Avenue).

[O2026-0024765]

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

| | |
|---|---|
| Allen, Catherine | [CL2026-0024931] |
| Alssayed, Ahmad | [CL2026-0024139] |
| Antonicic, Jennifer A. | [CL2026-0024666] |
| Arana Garcia, Andres | [CL2026-0024680] |
| Archie, Alicestine | [CL2026-0024932] |

| | |
|---|---|
| Ashorian, Liora | [CL2026-0024671] |
| Barnett, Douglas L. | [CL2026-0024726] |
| Ben-Porat, Esther | [CL2026-0024555] |
| Bluestein, Jennifer | [CL2026-0024915] |
| Brigell, Madeline I. | [CL2026-0024140] |
| Burgers, Kyle D. | [CL2026-0024552] |
| Carpenter, Jasmine N. | [CL2026-0024155] |
| Cartwright-Jefferies, Dion J. | [CL2026-0024672] |
| Chamberlain, Ann M. | [CL2026-0024910] |
| Chopra, Rajiv K. | [CL2026-0024565] |
| Connor, Sybil M. | [CL2026-0024150] |
| Cook, Dwayne R. | [CL2026-0024152] |
| Doss, Annie M. | [CL2026-0024723] |
| Dye, Dena | [CL2026-0024170] |
| Dyess, Jacquelyn B. | [CL2026-0024827] |
| Ellis, Allen D., Jr. | [CL2026-0024687] |
| Gallagher Bassett and Waste Management of Illinois, Inc. | [CL2026-0024677] |
| Goldstein, Paul R. | [CL2026-0024673] |
| Griffin, Cleorissa C. | [CL2026-0024684] |
| Harris, Ashley C. | [CL2026-0024151] |
| Harris, Cheryll | [CL2026-0024172] |
| Haubrich, Nicholas | [CL2026-0024688] |
| Herman, Martin D. | [CL2026-0024548] |

Hunt, Barney F. [CL2026-0024351]

Hunt, Francis E.S. [CL2026-0024389]

Hurt, Miracle A. [CL2026-0024835]

Jones, Tamecca L. [CL2026-0024559]

Kaluzny, Roman [CL2026-0024561]

Kaplan, Rachel L. [CL2026-0024314]

Kirkegaard, Kyle W. [CL2026-0024550]

Kovalcin, Caroline A. [CL2026-0024937]

Lad, Shashwato S. [CL2026-0024838]

Leonardson, Michael J. [CL2026-0024171]

Liberty Mutual Insurance and King, Antuane [CL2026-0024837]

Liu, Xuean [CL2026-0024142]

Madaj, Milena K. [CL2026-0024149]

Mathew, John C. [CL2026-0024685]

Mitola, Matthew C. [CL2026-0024558]

Mohammed, Abdul R. [CL2026-0024554]

Munoz, Jose [CL2026-0024144]

Myrick, Tashay L. [CL2026-0024319]

Newman, Rich D. [CL2026-0024143]

Nguyen, An V. [CL2026-0024560]

Nowak, Michael A. [CL2026-0024137]

Ogunkeye, John O. [CL2026-0024832]

Otten, Jennifer L. [CL2026-0024676]

| | |
|---|---|
| Parker, Charlotte | [CL2026-0024378] |
| Payton, Erin L. | [CL2026-0024926] |
| Pearson, Julius D. | [CL2026-0024675] |
| Pitts, Pilar C. | [CL2026-0024730] |
| Pope, Dee | [CL2026-0024386] |
| Progressive Insurance and Cole, Thomas, Jr. | [CL2026-0024819] |
| Progressive Insurance and Jairuen, Marit | [CL2026-0024145] |
| Progressive Insurance and Lisec, Emma L. | [CL2026-0024146] |
| Progressive Insurance and Martin-Davis, Darryl A. | [CL2026-0024683] |
| Progressive Insurance and Pinnick, Chanel | [CL2026-0024141] |
| Progressive Insurance and Riverareyes, Jennifer | [CL2026-0024147] |
| Psenka, Ronald A. | [CL2026-0024716] |
| Reilly, William K., III | [CL2026-0024833] |
| Renner, Doug S. | [CL2026-0024702] |
| Riedstra, Katherine V. | [CL2026-0024538] |
| Rosinke, Kyle | [CL2026-0024148] |
| Ruhnke, Mark A. | [CL2026-0024836] |
| Serna, Alejandro | [CL2026-0024731] |
| Shiels, Roger F. | [CL2026-0024138] |
| Singh, Smita | [CL2026-0024700] |
| Smith, Matthew M. | [CL2026-0024556] |
| Snyder, Joseph | [CL2026-0024902] |
| Sommerio, Tiffany | [CL2026-0024686] |

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|---|---|
| Spilios, Robert A. | [CL2026-0024540] |
| State Farm Insurance and Aristizabal, Alberto | [CL2026-0024169] |
| Tanmoy, Bibhas Bhattacharjee | [CL2026-0024682] |
| Tate, Kevin (3) | [CL2026-0024724, CL2026-0024725, CL2026-0024834] |
| Tetzlaff, Reid W. | [CL2026-0024691] |
| Toole, Donald | [CL2026-0024815] |
| Turk, Angela M. | [CL2026-0024562] |
| Watkins, Marva E. | [CL2026-0024153] |
| Weinberg, Jill and Sheridan Triangle Garden | [CL2026-0024154] |
| Williams, Roosevelt | [CL2026-0024912] |
| Woodland-Baer, Andrew J | [CL2026-0024670] |
| Wurtz, Amy A. | [CL2026-0024318] |
| Yokem, Cathy A. | [CL2026-0024929] |
| Zugic, Vuk | [CL2026-0024943] |

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*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF BYRNE HALL AT 2219 N. KENMORE AVE. AS CHICAGO LANDMARK.

[O2026-0024659]

A communication from Dijana Cuvalo, Assistant Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of April 6, 2026, and received in the Office of the City Clerk on April 6, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Byrne Hall at 2219 North Kenmore Avenue as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF CORTELYOU COMMONS AT 2324 N. CHALMERS ST. AS CHICAGO LANDMARK.

[O2026-0024660]

A communication from Dijana Cuvalo, Assistant Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of April 6, 2026, and received in the Office of the City Clerk on April 6, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Cortelyou Commons at 2324 North Chalmers Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF ROGER BROWN HOME AND STUDIO AT 1926 N. HALSTED ST. AS CHICAGO LANDMARK.

[O2026-0024658]

A communication from Dijana Cuvalo, Assistant Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of April 6, 2026, and received in the Office of the City Clerk on April 6, 2026, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Roger Brown Home and Studio at 1926 North Halsted Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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*Referred* -- CORRECTION OF FEBRUARY 18, 2026 CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

[O2026-0024855]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the *Journal of the Proceedings of the City Council of the City of Chicago* of February 18, 2026, which was *Referred to the Committee on Committees and Rules.*

# *REPORTS OF COMMITTEES.*

## COMMITTEE ON FINANCE.

ISSUANCE OF CITY OF CHICAGO SECOND LIEN WATER REVENUE BONDS, PROJECT AND REFUNDING SERIES 2026.

[O2026-0024095]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance authorizing the issuance of the City's Water Revenue Bonds, Project and Refunding Series 2026 (O2026-0024095), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Raymond Lopez (15th Ward) on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Lopez -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

## PART A
## INTRODUCTION

### ARTICLE I

### AUTHORITY AND FINDINGS

**Section 1.01. Authority.** This Ordinance is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"). This Ordinance authorizes the issuance of Water Revenue Project and Refunding Bonds, Series 2026 as follows: (i) Part B of this Ordinance authorizes the issuance and sale of Water Revenue Project and Refunding Bonds, Series 2026 (the "Series 2026 Bonds") in one or more series, in such principal amount and with such terms and provisions as are set forth in Part B of this Ordinance, in the Amended and Restated Second Lien Bonds Master Indenture previously approved by the City of Chicago (the "City") and in a Series 2026 Supplemental Indenture the execution and delivery of which is authorized in Part B of this Ordinance; (ii) Part C of this Ordinance sets forth provisions generally applicable to the Series 2026 Bonds.

**Section 1.02. Findings.** It is found and declared as follows:

(a) The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the Constitution, and a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the Water System to meet the needs of the City's inhabitants and other users of the Water System and for fire protection. The Water System is operated under the supervision and control of the Department of Water Management of the City.

(c) The City has determined to improve and expand the Water System, and to issue bonds and other obligations to pay the costs of such improvement and expansion.

(d) The estimated useful life of the Projects is longer than the final maturity of the Series 2026 Bonds. It is advisable and necessary and in the best interests of the City to undertake and complete the Projects.

(e) The City has previously issued and has outstanding:

(i) pursuant to an ordinance passed by the City Council on November 17, 1999 (the "*Series 2000 Bond Ordinance*") its Second Lien Water Revenue Bonds, Series 2000 (the "*Series 2000 Second Lien Bonds*"),

(ii) pursuant to an ordinance passed by the City Council on October 31, 2001 (the "*Series 2001 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2001 (the "*Series 2001 Second Lien Bonds*"),

(iii) pursuant to an ordinance passed by the City Council on May 26, 2004 (the "*Series 2004 Bond Ordinance*"), as amended by an ordinance passed by the City

Council on March 14, 2012 and as further amended by an ordinance passed by the City Council on May 9, 2012 (collectively the "*Series 2012 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2004 (the "*Series 2004 Second Lien Bonds*"),

(iv) pursuant to an ordinance passed by the City Council on September 8, 2010 (the "*Series 2010 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project and Refunding Series 2010A, Second Lien Water Revenue Bonds, Taxable Project Series 2010B (Build America Bonds — Direct Payment) and Second Lien Water Revenue Bonds, Taxable Project Series 2010C (Qualified Energy Conservation Bonds — Direct Payment) (collectively, the "*Series 2010 Second Lien Bonds*"),

(v) pursuant to the Series 2012 Bond Ordinance its Second Lien Water Revenue Bonds, Project Series 2012 (the "*Series 2012 Second Lien Bonds*"),

(vi) pursuant to an ordinance passed by the City Council on April 30, 2014 (the "*Series 2014 Bond Ordinance*") its Second Lien Water Revenue Project and Refunding Bonds, Series 2014 (the "*Series 2014 Second Lien Bonds*"),

(vii) pursuant to an ordinance passed by the City Council on March 16, 2016 (the "*Series 2016 Bond Ordinance*") its Second Lien Water Revenue Bonds, Series 2016A-1 (the "Series 2016A Second Lien Bonds"),

(viii) pursuant to an ordinance passed by the City Council on January 13, 2016 (the "*Series 2017 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2017 (the "*Series 2017 Second Lien Bonds*"),

(ix) pursuant to an ordinance passed by the City Council on November 8, 2017 (the "*Series 2018 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2017-2 (the "*Series 2017-2 Second Lien Bonds*"),

(x) pursuant to an ordinance passed by the City Council on June 27, 2018, as amended by an ordinance passed by the City Council on October 27, 2021 and as further amended by an ordinance passed by the City Council on November 7, 2022 (as amended, the "*Series 2018-1 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project Series 2023A (the "*Series 2023A Second Lien Bonds*") and its Second Lien Water Revenue Bonds, Refunding Series 2023B (the "*Series 2023B Second Lien Bonds*"),

(xi) pursuant to an ordinance passed by the City Council on November 7, 2022, as amended by an ordinance passed by the City Council on October 4, 2023 (as amended, the "*Series 2022 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project Series 2023C Taxable (the "*Series 2023C Second Lien Bonds*") and

(xii) pursuant to an ordinance passed by the City Council on June 12, 2024 (the "*Series 2024A Bond Ordinance*" and, together with the Series 2000 Bond Ordinance, the Series 2001 Bond Ordinance, the Series 2004 Bond Ordinance, the Series 2010 Bond Ordinance, the Series 2012 Bond Ordinance, the Series 2014 Bond Ordinance, the Series 2016 Bond Ordinance, the Series 2017 Bond Ordinance, the Series 2018 Bond Ordinance, the Series 2018-1 Bond Ordinance and the Series 2022 Bond Ordinance, the "*Prior Bond Ordinances*") its Second Lien Water Revenue Bonds, Refunding Series 2024A (the "*Series 2024A Second Lien Bonds*" and, together with the Series 2000 Second Lien Bonds, the

Series 2001 Second Lien Bonds, the Series 2004 Second Lien Bonds, the Series 2010 Second Lien Bonds, the Series 2012 Second Lien Bonds, the Series 2014 Second Lien Bonds, the Series 2016A Second Lien Bonds, the Series 2017 Second Lien Bonds, the Series 2017-2 Second Lien Bonds, the Series 2023A Second Lien Bonds, the Series 2023B Second Lien Bonds and the Series 2023C Second Lien Bonds, the "*Prior Bonds*").

(f) The City has determined that the retirement of all or a portion of the Prior Bonds via one or more of (i) the current refunding thereof pursuant to their terms of redemption or the refunding thereof under a forward delivery arrangement pursuant to their terms of redemption (such Prior Bonds being referred to as the "*Redeemed Bonds*") or (ii) the purchase thereof pursuant to one or more invitations to tender (such Prior Bonds being referred to as the "*Tendered Bonds*"), will reduce the aggregate debt service payable by the City with respect to the Prior Bonds or restructure such debt service in a manner deemed to be in the best interests of the Water System and the City.

(g) The City does not have available funds sufficient to pay for the Project Costs or retire the Redeemed Bonds or the Tendered Bonds.

(h) The City has determined that it is advisable and in the best interests of the City to authorize the issuance from time to time of Series 2026 Bonds pursuant to the Series 2026 Supplemental Indenture, subject to the authorization limits specified in this Ordinance, in one or more series for any one or more of the purposes of (1) paying the Project Costs, (2) currently refunding all or a portion of the Redeemed Bonds, (3) refunding all or a portion of the Redeemed Bonds pursuant to a forward delivery arrangement, (4) purchasing all or a portion of the Tendered Bonds pursuant to an invitation to tender, (5) paying Costs of Issuance (including the premium for any municipal bond insurance policy insuring any part of the Series 2026 Bonds) of the Series 2026 Bonds, (6) paying the costs of acquiring a Qualified Reserve Account Credit Instrument for the Series 2026 Bonds or making a deposit to the Series 2026 Bonds Subaccount in the amount required by the Series 2026 Supplemental Indenture and (7) providing for any discount on the Series 2026 Bonds.

(i) The proceeds of the Series 2026 Bonds incurred for the purposes described in clauses (h)(1) through (h)(7) above (the "*2026 Purposes*") will not exceed the amount required to fulfill such purposes.

(j) In accordance with the covenants of the City in the Amended and Restated Second Lien Bonds Master Indenture, concurrent with the issuance, sale and delivery of the Series 2026 Bonds, all the conditions and requirements in Section 4.06 of the Amended and Restated Second Lien Bonds Master Indenture shall have been fully satisfied and complied with and, based upon such satisfaction and compliance, if the City shall issue Series 2026 Bonds pursuant to this Ordinance and the Series 2026 Supplemental Indenture. Such Series 2026 Bonds will have a claim for payment from Second Lien Bond Revenues on an equal and ratable basis with the Prior Bonds.

(k) The City proposes to issue and sell the Series 2026 Bonds for one or more of the 2026 Purposes in the manner authorized in this Ordinance in an aggregate principal amount not to exceed $1,050,000,000 (consisting of an aggregate principal amount of not to exceed $700,000,000 to finance paying the Project Costs and related 2026 Purposes and an aggregate principal amount of not to exceed $350,000,000 to finance refunding the Redeemed Bonds and the Tendered Bonds and related 2026 Purposes), as determined by an Authorized Officer in accordance with the terms of this Ordinance. The limit on the

authorized amount of Series 2026 Bonds under this Ordinance shall be exclusive of any premium received upon the issuance of the Series 2026 Bonds.

(l) The borrowing authorized by this Ordinance and the issuance of the Series 2026 Bonds are for proper public purposes and are in the public interest. The City has the power to borrow for the purposes set forth in this Ordinance, to execute and deliver the Series 2026 Supplemental Indenture and to issue the Series 2026 Bonds.

(m) The City's ability to issue Series 2026 Bonds at such time, in such principal amount and with such interest rate and interest rate determination method, maturity, redemption provisions and other terms will enhance the City's opportunities to obtain financing upon the most favorable terms available at such time of issuance.

(n) Authority is granted to each Authorized Officer to determine to sell from time to time the Series 2026 Bonds in one or more series, at such time as such Authorized Officer determines that such sale or sales is desirable and in the best financial interest of the Water System.

(o) Sections 6.02 and 6.03 of the Amended and Restated Second Lien Bonds Master Indenture provide that, if authorized by an ordinance of the City Council, the City may enter into a Supplemental Indenture to modify or amend the Amended and Restated Second Lien Bonds Master Indenture, with such modification or amendment becoming effective with the written consent, given as provided in Section 6.03 of the Amended and Restated Second Lien Bonds Master Indenture, of (i) the owners of a majority in aggregate principal amount of the Second Lien Bonds Outstanding at the time such consent is given, (ii) the party to whom any Section 2.08 Obligations affected by such modification or amendment are payable and (iii) any Hedge Counterparty affected by such modification or amendment; provided that no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Second Lien Bond or of any installment of interest on such Second Lien Bonds or a reduction in the principal amount or the Redemption Price of such Second Lien Bonds or a reduction in the rate of interest on such Second Lien Bonds, or in terms of purchase or the purchase price of such Second Lien Bonds, without the consent of the owner of such Second Lien Bond, or shall reduce the percentages or otherwise affect the classes of Second Lien Bonds, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or the Paying Agent without its written assent to such modification or amendment.

(p) The City has determined that it is advisable and in the best interests of the City to amend and restate the Amended and Restated Second Lien Bonds Master Indenture to amend the definition of the term "Water System."

(q) No holder of any Section 2.08 Obligations or Hedge Counterparty will be affected by such amendment.

(r) The City wishes to authorize the amendment and restatement of the Amended and Restated Second Lien Bonds Master Indenture pursuant to the Amendatory Supplemental Indenture.

(s) This Ordinance is adopted pursuant to the City's constitutional home rule powers.

**PART B**
**DEFINITIONS; SERIES 2026 BONDS; SERIES 2026 SUPPLEMENTAL INDENTURE**

**ARTICLE I**
**DEFINITIONS; RECITALS**

**Section 1.01. Definitions**. (a) Except as provided in this Article I, all capitalized terms used and not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Amended and Restated Second Lien Bonds Master Indenture or in the Series 2026 Supplemental Indenture the form of which is attached to this Ordinance as Exhibit A.

(b) The following terms shall have the following meanings, unless the context clearly indicates a different meaning:

"**Amendatory Supplemental Indenture**" means the Supplemental Indenture amending the Amended and Restated Second Lien Bonds Master Indenture approved in Section 2.09 of Part B of this Ordinance, the form of which is attached to this Ordinance as Exhibit B.

"**Amended and Restated Second Lien Bonds Master Indenture**" means the Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds dated as of May 1, 2023, from the City to the Trustee.

"**Authorized Officer**" means (a) the Mayor, the Chief Financial Officer, 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 such designation shall be in effect and (b) 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.

"**Bond Purchase Agreement**" means the Bond Purchase Agreement between the City and the Initial Purchasers of the Series 2026 Bonds of a series authorized by Section 2.04(a) of Part B of this Ordinance.

"**Capital Appreciation Series 2026 Bonds**" means any Series 2026 Bonds which are designated by an Authorized Officer in the Determination Certificate to be Capital Appreciation Obligations, all or a portion of the interest on which shall be payable as appreciation in the principal amount of those Series 2026 Bonds, when the principal amount of those Series 2026 Bonds is due.

"**Construction Account: 2026 Second Lien Bonds**" means the separate account of that name in the Water Fund established pursuant to Section 3.01(c) of the Amended and Restated Second Lien Bonds Master Indenture and the Series 2026 Supplemental Indenture.

"**Costs of Issuance**" means all fees and costs incurred by the City relating to the issuance of the Series 2026 Bonds, including, without limitation, printing costs, Trustee's fees and charges, Paying Agent's fees and charges, financial advisory fees, costs of credit ratings, engineering fees, legal fees, accounting fees, the cost of any premiums for municipal bond insurance to insure the Series 2026 Bonds, and the cost of any related services with respect to the Series 2026 Bonds.

"**Debt Service Reserve Account**" means any account by that name established within the Series 2026 Bonds Subaccount pursuant to the Series 2026 Supplemental Indenture.

"**Determination Certificate**" means the certificate of an Authorized Officer with respect to the Series 2026 Bonds of a series filed with the Office of the City Clerk or the Deputy City Clerk, addressed to the City Council as provided in Section 2.04(e) of Part B of this Ordinance.

**"Initial Purchasers"** means the underwriters or representatives of an underwriting syndicate or other purchasers to which, or at the direction of which, the City will sell the Series 2026 Bonds of a series and with which the City will enter into a Bond Purchase Agreement, as an Authorized Officer shall designate in the related Determination Certificate.

"**Ordinance**" means this Ordinance as it may be modified or amended from time to time

"**Second Lien Bond Provider**" means a company, banking institution or other financial institution which is the issuer of a Qualified Reserve Account Credit Instrument (as defined in the Amended and Restated Second Lien Bonds Master Indenture).

"**Second Lien Bond Revenues**" means all sums, amounts, funds or moneys which are deposited to the Second Lien Bonds Account pursuant to Section 3.03(b) of the Amended and Restated Second Lien Bonds Master Indenture.

"**Second Lien Bonds**" means the Series 2026 Bonds authorized herein, the Prior Bonds and all Second Lien Parity Bonds.

**"Second Lien Bonds Account"** means the separate account of that name established pursuant to Section 3.03(b) of the Amended and Restated Second Lien Bonds Master Indenture.

**"Second Lien Parity Bonds"** means obligations which may be issued on the date or after the issuance of the Series 2026 Bonds which are payable from Second Lien Bond Revenues on an equal and ratable basis with the Series 2026 Bonds and all other Outstanding Second Lien Bonds.

**"Section 1.150-2(e)"** means Section 1.150-2(e) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended

"**Series Reserve Account Requirement**" means the deposit requirement established in the Series 2026 Supplemental Indenture for the Debt Service Reserve Account.

"**Series 2026 Bonds Subaccount**" means the subaccount of that name established within the Second Lien Bonds Account created under the Amended and Restated Second Lien Bonds Master Indenture, as further described in the Series 2026 Supplemental Indenture.

"**Series 2026 Supplemental Indenture**" means the Supplemental Indenture respecting the initial series of Series 2026 Bonds approved in Section 2.03 of Part B of this Ordinance, the form of which is attached to this Ordinance as Exhibit A.

"**Supplemental Indenture**" means each Supplemental Indenture duly entered into in accordance with the terms of the Amended and Restated Second Lien Bonds Master Indenture (other than the Series 2026 Supplemental Indenture).

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor to Amalgamated National Bank and Trust Company of Chicago, as trustee under the Amended and Restated Second Lien Bonds Master Indenture.

As used in this Ordinance with respect to any Series 2026 Bond that is a Capital Appreciation Obligation, the term "principal" refers as of any date, to that Second Lien Bond's Compound Accreted Value.

**Section 1.02. Recitals Incorporated**. The recitals contained in Part A above are expressly incorporated and made a part of this Ordinance.

## ARTICLE II
## DETAILS OF THE SERIES 2026 BONDS

**Section 2.01. Principal Amount, Designation, Sources of Payment**. The City is authorized to borrow money for the purposes specified in Section 2.02 of Part B of this Ordinance, and in evidence of its obligation to repay the borrowing is authorized to issue at one or more times the Series 2026 Bonds in one or more series and to execute and deliver the Series 2026 Supplemental Indenture and one or more Supplemental Indentures, as necessary, subject to and as further described in Section 2.03 of Part B of this Ordinance, provided that the total aggregate principal amount of any Series 2026 Bonds shall not exceed $1,050,000,000 (consisting of an aggregate principal amount of not to exceed $700,000,000 to finance paying the Project Costs and related 2026 Purposes and an aggregate principal amount of not to exceed $350,000,000 to finance refunding the Redeemed Bonds and the Tendered Bonds and related 2026 Purposes), plus an amount equal to the amount of any original issue discount (not to exceed 15 percent of the aggregate principal amount of such series of Series 2026 Bonds) used in the marketing of such Series 2026 Bonds). The Series 2026 Bonds shall be issued pursuant to the Amended and Restated Second Lien Bonds Master Indenture, the Series 2026 Supplemental Indenture and one or more Supplemental Indentures, if any. The Series 2026 Bonds shall constitute Second Lien Parity Bonds. The Series 2026 Bonds shall be designated "Water Revenue Bonds, Project and Refunding Series 2026" provided that if an Authorized Officer determines that a different designation will assist in the sale of the Bonds, such designation is permitted. If the Series 2026 Bonds are issued in more than one series, each series shall be appropriately designated to indicate the order of its issuance and the specific purposes of such series. The Series 2026 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Trust Estate, including without limitation amounts in the Construction Account: 2026 Second Lien Bonds and the Series 2026 Bonds Subaccount of the Second Lien Bonds Account, the sources pledged under the Amended and Restated Second Lien Bonds Master Indenture and the Series 2026 Supplemental Indenture, and, together with any Outstanding Second Lien Bonds and Second Lien Parity Bonds, from Second Lien Bond Revenues. The Series 2026 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitation as to indebtedness and shall have no claim to be paid from taxes of the City, and each Series 2026 Bond shall contain a statement to that effect. The Series 2026 Supplemental Indenture shall grant the Registered Owners

of the Series 2026 Bonds a lien on and security interest in Net Revenues and amounts in the Construction Account: 2026 Second Lien Bonds.

**Section 2.02. Purposes**. The borrowing and issuance of the Series 2026 Bonds authorized in Section 2.01 of Part B of this Ordinance shall be for any one or more of the 2026 Purposes.

**Section 2.03. Approval of Series 2026 Supplemental Indenture for the Series 2026 Bonds, Bond Provisions**. (a) The form of Series 2026 Supplemental Indenture attached to this Ordinance as Exhibit A is approved in all respects. Each Authorized Officer is authorized, with respect to the initial series of Series 2026 Bonds, to execute and deliver the Series 2026 Supplemental Indenture for the Series 2026 Bonds in substantially the form attached to this Ordinance as Exhibit A for and on behalf of the City, and the City Clerk and the Deputy City Clerk are each authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. Each Authorized Officer is further authorized with respect to any series of Series 2026 Bonds issued subsequent to the initial series of Series 2026 Bonds to execute and deliver a Supplemental Indenture containing the information set forth in Section 2.03 of the Amended and Restated Second Lien Bonds Master Indenture and in substantially the form of the Series 2026 Supplemental Indenture, and the City Clerk and the Deputy City Clerk are each authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. The Series 2026 Supplemental Indenture and each Supplemental Indenture executed and delivered pursuant to this Section 2.03 may contain such changes and revisions to reflect the terms of the applicable series of Series 2026 Bonds (including, without limitation changes and revisions related to the issuance of such Series 2026 Bonds such that the interest thereon is not subject to federal income taxation) consistent with the purposes and intent of Part B of this Ordinance and with the covenants set forth in the Amended and Restated Second Lien Bonds Master Indenture as shall be approved by an Authorized Officer, the execution and delivery of such Series 2026 Supplemental Indenture to constitute conclusive evidence of such Authorized Officer's approval of any and all such changes and revisions. The Series 2026 Supplemental Indenture and such Supplemental Indentures shall set forth such covenants with respect to the imposition of Water System rates, the issuance of Second Lien Parity Bonds, the application of funds in the Water Fund and the Second Lien Bonds Account and other matters relating to the Series 2026 Bonds and the security for the Series 2026 Bonds as shall be deemed necessary by an Authorized Officer in connection with the sale of any series of the Series 2026 Bonds, provided that such covenants are not inconsistent with the terms of this Ordinance or the Amended and Restated Second Lien Bonds Master Indenture.

(b) The Series 2026 Bonds may be issued bearing interest at a fixed interest rate or rates, including as Capital Appreciation Series 2026 Bonds.

(c) The Series 2026 Bonds shall mature not later than November 1, 2066, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount of such Series 2026 Bonds shall be discharged, payable as provided in the Series 2026 Supplemental Indenture and each other Supplemental Indenture at a rate or rates not in excess of 10 percent per year computed on the basis of a 360-day year consisting of twelve 30-day months. Each series of the Series 2026 Bonds may be subject to mandatory and optional redemption and demand purchase or mandatory purchase

provisions prior to maturity, upon the terms and conditions set forth in the Series 2026 Supplemental Indenture. Each series of the Series 2026 Bonds may have a Series Reserve Account Requirement which can be fulfilled by a deposit of money into a Debt Service Reserve Account or the purchase of a Qualified Reserve Account Credit Instrument, as authorized by the Series 2026 Supplemental Indenture or another Supplemental Indenture.

(d) Each Series 2026 Bond shall be issued in fully registered form and in the denominations set forth in the Series 2026 Supplemental Indenture and each other Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Series 2026 Supplemental Indenture and each other Supplemental Indenture.

(e) Principal of and premium, if any, on the Series 2026 Bonds shall be payable as provided in the Series 2026 Supplemental Indenture and each other Supplemental Indenture.

(f) Subject to the limitations set forth in this Section and Section 2.01 of Part B of this Ordinance, authority is delegated to each Authorized Officer to determine the aggregate principal amount of Series 2026 Bonds to be issued, the date of such Series 2026 Bonds, the maturity date of such Series 2026 Bonds, any provisions for optional redemption of such Series 2026 Bonds (which optional redemption shall be at redemption prices not exceeding 120 percent of the principal amount of such Series 2026 Bonds to be so redeemed), the schedule of sinking fund payments (if any) to be applied to the mandatory redemption of such Series 2026 Bonds (which mandatory redemption shall be at a redemption price equal to the principal amount of each Series 2026 Bond to be redeemed, without premium, plus accrued interest), the rate of interest payable on such Series 2026 Bonds and the first interest payment of such Series 2026 Bonds.

The 120 percent limitations set forth in the preceding paragraph on the redemption price of Series 2026 Bonds shall not apply where the redemption price is to be based upon a formula designed to compensate the owner of such Series 2026 Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "*Make-Whole Redemption Price*"). At the time of sale of any series of the Series 2026 Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

Notwithstanding the foregoing, at the time of sale of any series of the Series 2026 Bonds such that the interest thereon is subject to Federal income taxation, each Authorized Officer is authorized to determine the manner of redeeming such Bonds, either pro rata or by lot, in the event less than all of such Series 2026 Bonds are to be redeemed. If such Series 2026 Bonds are held in book-entry form at the time of redemption, at the time of sale of such Bonds, an Authorized Officer is authorized to direct the Trustee to instruct the book-entry depository to select the specific Series 2026 Bonds within such maturity and interest rate for redemption pro-rata among such Bonds. If so determined by the applicable book-entry depository, the particular Series 2026 Bonds or portions thereof to be redeemed may be selected on a pro-rata pass-through distribution of principal basis in accordance with the

applicable procedures and operational arrangements of such depository. The City shall have no responsibility or obligation to ensure that the book-entry depository properly selects such Bonds for redemption.

**Section 2.04. Sale of Series 2026 Bonds.**

(a) Each Authorized Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, a Bond Purchase Agreement for the sale by the City to the Initial Purchasers of the Series 2026 Bonds of a series pursuant to a negotiated sale on such terms as such Authorized Officer may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, (i) the aggregate principal amount of the Series 2026 Bonds of such series, (ii) the amount of any original issue discount, (iii) the principal amount of the Series 2026 Bonds of such series maturing in each year, (iv) whether interest on any of the Series 2026 Bonds being issued and sold is subject to federal income taxation, (v) the issuance of the Series 2026 Bonds of such series as serial bonds, non-callable term bonds, term bonds subject to mandatory sinking fund redemption or any combination of serial bonds, non-callable term bonds, or term bonds subject to mandatory sinking fund redemption, (vi) whether any Series 2026 Bonds of such series will be issued as Capital Appreciation Series 2026 Bonds, (vii) whether any Capital Appreciation Series 2026 Bonds will also bear current interest, (viii) the numbering of the Series 2026 Bonds, (ix) the interest rate or rates or interest rate determination methods for the Series 2026 Bonds of such series, (x) the method by which and rate at which the Compound Accreted Value of Capital Appreciation Series 2026 Bonds shall be established, (xi) whether the Debt Service Reserve Requirement, if any, for the Series 2026 Bonds of such series (if any such requirement is required to be met upon initial issuance of the Series 2026 Bonds) will be met by a Qualified Reserve Account Credit Instrument or by cash from proceeds of the Series 2026 Bonds, (xii) conditions and requirements related to any forward delivery of all or part of the Series 2026 Bonds and (xiii) the first interest payment and compounding dates, the purposes for which the Series 2026 Bonds of such series are being issued pursuant to the authorization granted in Section 2.02 of Part B of this Ordinance, and the prices and other terms upon which such Series 2026 Bonds are subject to redemption, all as provided in and subject to the authorizations and limitations expressed in this Article II, including the limitations set forth in Section 2.03(f) of Part B of this Ordinance. The purchase price shall not be less than 85 percent of the principal amount of the Series 2026 Bonds of such series, plus accrued interest on such Series 2026 Bonds from their date to the date of their delivery, less any original issue discount (subject to the limitations in Section 2.01 of Part B of this Ordinance) and the compensation paid to the Initial Purchasers in connection with any sale of such series of Series 2026 Bonds shall not exceed five percent of the principal amount of such Series 2026 Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the Series 2026 Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Each Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 2026 Bonds of the applicable series and such other revisions in text as an Authorized Officer shall determine are desirable or necessary in connection with the sale of such Series 2026 Bonds. An Authorized Officer shall determine the principal amount of the Series 2026 Bonds of such series necessary to be issued for the purposes for which they are to be issued within the maximum amount specified in this Ordinance. Each Authorized Officer may in the related Determination Certificate provide for such changes to the terms of the Series 2026 Bonds of such series, the form of the Series 2026 Bonds of such series and the various bond covenants from those provided in this Ordinance and the Amended and Restated Second Lien Bonds Master Indenture as he or she shall determine but which shall result in the Series 2026 Bonds of such series having substantially the terms and being in substantially the form

provided in the Amended and Restated Second Lien Bonds Master Indenture and the Series 2026 Supplemental Indenture or Supplemental Indenture, as appropriate. Nothing in this Section 2.04 shall limit or restrict the ability of the City to sell the Series 2026 Bonds by one or more private placements.

(b) Each Authorized Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Part B. The Series 2026 Bonds of such series shall be then duly prepared and executed in the form and manner provided in the Amended and Restated Second Lien Bonds Master Indenture and the Series 2026 Supplemental Indenture or Supplemental Indenture, as appropriate, and delivered to the Initial Purchasers or otherwise in accordance with the terms of sale.

(c) Each Authorized Officer is authorized to cause to be prepared and delivered to prospective purchasers of the Series 2026 Bonds of a series a Preliminary Official Statement or other disclosure document, as shall be approved by such Authorized Officer that shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 2026 Bonds and to describe accurately the current condition of the Water System and the parties to the financing. Upon sale of the Series 2026 Bonds of a series, each Authorized Officer is authorized to cause a final Official Statement or other disclosure document to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the City Clerk or the Deputy City Clerk directed to the City Council.

(d) Upon a finding by an Authorized Officer that the purchase of municipal bond insurance for the Series 2026 Bonds of a series is likely to facilitate the marketing and sale of such Series 2026 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, such Authorized Officer is authorized to cause the City to purchase a Section 2.08 Obligation consisting of a policy of municipal bond insurance for such Series 2026 Bonds, payable from amounts received upon the sale of such Series 2026 Bonds or from available funds in the Water Fund, and to execute an agreement relating to such Section 2.08 Obligation and any related agreements with the provider of such Section 2.08 Obligation. Such policy shall be provided by a bond insurance company or association approved by such Authorized Officer. In addition, upon a finding by an Authorized Officer that the purchase of a Qualified Reserve Account Credit Instrument is appropriate, and that such Qualified Reserve Account Credit Instrument is available at an acceptable cost, such Authorized Officer is authorized to cause the City to obtain a Qualified Reserve Account Credit Instrument to satisfy any Debt Service Reserve Requirement for the Series 2026 Bonds of a series, the cost of which shall be payable from amounts received upon the sale of such Series 2026 Bonds or from available funds in the Water Fund, and to execute an agreement relating to such Qualified Reserve Account Credit Instrument and any related agreements with the Second Lien Bond Provider of such Qualified Reserve Account Credit Instrument. An Authorized Officer may on behalf of the City make necessary covenants with respect to any policy of municipal bond insurance or Qualified Reserve Account Credit Instrument consistent with this Ordinance, including, without limitation, granting the provider of a policy of municipal bond insurance or the Second Lien Bond Provider the right to consent to amendments to this Ordinance on behalf of the Registered Owners of the Series 2026 Bonds of the appropriate series so long as such provider is not in default and is observing its obligations under such policy or Qualified Reserve Account Credit Instrument.

(e) Subsequent to the sale of the Series 2026 Bonds of a series, an Authorized Officer shall file in the Office of the City Clerk or the Deputy City Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of such Series 2026 Bonds consistent with Section 2.04(a) of Part B of this Ordinance and, if appropriate, the

designations described in Section 2.04(b) of Part B of this Ordinance, (ii) an executed copy of the applicable Bond Purchase Agreement, setting forth the terms of sale of such Series 2026 Bonds, (iii) the applicable Preliminary Official Statement, final Official Statement and/or other disclosure document of the City as provided in Section 2 04(c) of this Part B, (iv) Series 2026 Supplemental Indenture or Supplemental Indenture, as appropriate, (v) an executed copy of the remarketing agreement, if any and (vi) if applicable, an executed copy of the agreement relating to any Section 2.08 Obligation.

If so determined and directed by such Authorized Officer in the Determination Certificate in connection with the sale of any Series 2026 Bonds, such Series 2026 Bonds shall be issued in book-entry only form. In connection with the issuance of any Series 2026 Bonds in book-entry only form, such Authorized Officer is authorized to execute and deliver to the book-entry depository selected by the Chief Financial Officer such depository's standard form of representation letter.

**Section 2.05. Continuing Disclosure Undertaking**. The Mayor and each Authorized Officer are authorized to execute and deliver, as to each series of the Series 2026 Bonds, an undertaking (a "*Continuing Disclosure Undertaking*") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as from time to time in effect, in a form approved by the Corporation Counsel of the City. Upon its execution and delivery on behalf of the City, any Continuing Disclosure Undertaking shall be binding upon the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed Each Authorized Officer is further authorized to make such amendments to such Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this Ordinance, the sole remedies for failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of the applicable series of Series 2026 Bonds to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking. No failure by the City to comply with any Continuing Disclosure Undertaking shall constitute a default under this Ordinance or under any Series 2026 Bonds.

**Section 2.06. Redemption, Purchase, Tender and Exchange**. Each Authorized Officer is authorized to direct that the Redeemed Bonds be called for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the Redeemed Bonds to be redeemed and to select the redemption date or dates or purchase date or dates for the Redeemed Bonds to be redeemed or purchased. Each Authorized Officer is authorized (a) to tender for Tendered Bonds by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or Authorized Officer, (b) to exchange Series 2026 Bonds for Tendered Bonds, (c) on behalf of the City to enter into such agreements with bondholders and financial institutions, including an information/tender agent, and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase or exchange of Tendered Bonds, (d) to select a dealer manager or group of dealer managers (the "*Dealer Manager*") to undertake the purchase of all or part of the Tendered Bonds pursuant to one or more separate dealer manager agreements (each a "*Dealer Manager Agreement*") between the City and each such Dealer Manager, (e) to enter into one or more

Dealer Manager Agreements and (f) to approve and deliver one or more invitations to tender all or part of the Tendered Bonds.

**Section 2.07. Escrow Deposit Agreements**. To provide for the payment or retirement of the Redeemed Bonds, each Authorized Officer is authorized to execute and deliver for and on behalf of the City one or more escrow deposit agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer executing the same, the execution and delivery thereof by such Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and modifications.

**Section 2.08. Declaration Of Official Intent**.

(a) This Ordinance constitutes a declaration of official intent under Section 1.150-2(e) as to all Project Costs related to the 2026 Purposes paid within 60 days prior to the date hereof or on any date after the date hereof and prior to the issuance of the Series 2026 Bonds, or any other obligations properly authorized by the City after the date hereof for Project Costs related to the 2026 Purposes, in amounts up to the amount of Series 2026 Bonds authorized for such purpose in the Ordinance.

(b) In accordance with Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, the Mayor, the Chief Financial Officer and the City Comptroller are each hereby authorized to declare official intent of the City to reimburse Project Costs unrelated to the 2026 Purposes to be made by the City from funds in the Water Rate Stabilization Account or the Residual Account or other funds available to the City (not including proceeds of tax-exempt bonds issued by the City) with proceeds of Second Lien Parity Bonds

**Section 2.09. Approval of Amendatory Supplemental Indenture**.

(a) The form of Amendatory Supplemental Indenture attached to this Ordinance as Exhibit B is approved in all respects. Pursuant to Sections 6.02 and 6.03 of the Amended and Restated Second Lien Bonds Master Indenture, each Authorized Officer is authorized to enter into the Amendatory Supplemental Indenture for the purposes of amending the Amended and Restated Second Lien Bonds Master Indenture, solely and exclusively for the purpose of amending the definition of the term "Water System" contained therein, and each Authorized Officer is authorized to approve such changes and revisions to the form of Amendatory Supplemental Indenture attached hereto as they deem appropriate, consistent with the purposes of the Amendatory Supplemental Indenture as stated herein the execution and delivery of such Amendatory Supplemental Indenture to constitute conclusive evidence of such Authorized Officer's approval of any and all such changes and revisions. In connection with the execution and delivery of the Amendatory Supplemental Indenture, each Authorized Officer is authorized to solicit the consents of the Owners of Second Lien Bonds to such amendment and enter into agreements with such Owners with respect to such consents, and to take such other actions necessary under the Amended and Restated Second Lien Bonds Master Indenture to cause the Amendatory Supplemental Indenture to become effective. Any Supplemental Indenture (including the Series 2026 Supplemental Indenture) authorizing a series of Second Lien Bonds (including the Series 2026 Bonds) may include provisions to the effect that (i) each Owner of a Second Lien Bond issued pursuant to such Supplemental Indenture shall be deemed to have consented to such amendment and such consent is irrevocable and (ii) prior to

the effective date of such amendment each such Owner shall have agreed to be bound by the terms of the Amended and Restated Second Lien Bonds Master Indenture as if such amendment was in effect as of the date of original issuance of such Second Lien Bonds.

(b) The amendment and restatement of the Amended and Restated Second Lien Bonds Master Indenture made by the Amendatory Supplemental Indenture shall take effect, as provided in Sections 6.02 and 6.03 of the Amended and Restated Second Lien Bonds Master Indenture, upon the expiration of 40 days after the filing with the Trustee of each of (i) the written consents of Owners of the percentages of Outstanding Second Lien Bonds specified in Section 6.02 of the Amended and Restated Second Lien Bonds Master Indenture (no holder of any Section 2.08 Obligations or Hedge Counterparty being affected by such amendment and restatement), (ii) a Counsel's Opinion stating that such Amendatory Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of the Amended and Restated Second Lien Bonds Master Indenture, is authorized or permitted under the Amended and Restated Second Lien Bonds Master Indenture and is valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as provided in Section 6.03 of the Amended and Restated Second Lien Bonds Master Indenture, and (iii) proof of mailing of the notice to the Owners of Second Lien Bonds required by Section 6.03(c) of the Amended and Restated Second Lien Bonds Master Indenture.

## ARTICLE III
## AMENDMENT OF PART B OF THIS ORDINANCE

The City may amend or modify this Part B from time to time and may modify the rights and obligations of the City and the Registered Owners of the Second Lien Bonds in accordance with the Amended and Restated Second Lien Bonds Master Indenture.

## PART C

## ARTICLE I
## GENERAL PROVISIONS

**Section 1.01. Authority**. This Ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The Authorized Officers of the City are authorized to take such actions and do such things as shall be necessary or desirable, in the judgment of any such officers, to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance (including but not limited to actions and items related to the issuance of such Series 2026 Bonds such that the interest thereon is not subject to Federal income taxation), including, but not limited to, the exercise following the delivery date of any of the Series 2026 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to such Series 2026 Bonds upon their issuance, but subject to any limitations on or restrictions of such power or authority as set forth in this Ordinance The Mayor, the Chief Financial Officer, the City Comptroller, the Treasurer, the City Clerk and the Deputy City Clerk are each authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with the Series 2026 Bonds, the Series 2026 Supplemental Indenture or any Supplemental Indenture, the Bond Purchase Agreement,

the Amended and Restated Second Lien Bonds Master Indenture and the transactions authorized pursuant to this Ordinance, including, but not limited to, the exercise following the delivery date(s) of the Series 2026 Bonds of any power or authority delegated to such official under this Ordinance with respect to the Series 2026 Bonds, the Series 2026 Supplemental Indenture or any Supplemental Indenture, the Bond Purchase Agreement or the Amended and Restated Second Lien Bonds Master Indenture, but subject to any limitations on or restrictions of such power or authority as set forth in this Ordinance.

**Section 1.02. Authorized Signatures.** The Mayor, the City Clerk, the Deputy City Clerk and each Authorized Officer may each designate another to act as their respective proxies and, as applicable, to affix their respective signatures to Series 2026 Bonds whether in temporary or definitive form, the Series 2026 Supplemental Indenture, the Bond Purchase Agreement and any other instrument, certificate or document required to be signed by the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, respectively. A written signature of the Mayor, the City Clerk, the Deputy City Clerk or of an Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk or the Deputy City Clerk. When the signature of the Mayor, the City Clerk, the Deputy City Clerk or an Authorized Officer, as the case may be, is placed on an instrument, certificate or document at the direction of the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the City Clerk, the Deputy City Clerk or such Authorized Officer, as the case may be, in person.

**Section 1.03. Conflict.** To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance, including the Series 2026 Bonds, the Amended and Restated Second Lien Bonds Master Indenture, the Series 2026 Supplemental Indenture or any Supplemental Indenture or the Bond Purchase Agreement or to make any such document or instrument voidable at the option of the City, or to impair the rights of the owners of the Series 2026 Bonds to receive payment of the principal of, premium, if any, or interest on the Series 2026 Bonds, or to impair the security for the Series 2026 Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

**Section 1.04. Severability**. 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 1.05. Registered Owner Remedy**. Any Registered Owner of a Series 2026 Bond may proceed by civil action to compel performance of all duties required by this

Ordinance and the Amended and Restated Second Lien Bonds Master Indenture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Water System and the application of Gross Revenues and the various Accounts of the Water Fund as provided by the Amended and Restated Second Lien Bonds Master Indenture.

**Section 1.06. Contract**. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 2026 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, and as provided in the Amended and Restated Second Lien Bonds Master Indenture, the Series 2026 Supplemental Indenture and any Supplemental Indenture, so long as the Series 2026 Bonds are Outstanding

**Section 1.07. Appropriation**. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the Series 2026 Bonds for the purposes specified in Section 2.02 of Part B of this Ordinance, and an appropriation of the Net Revenues for deposit in the various accounts established as provided by the Amended and Restated Second Lien Bonds Master Indenture, and for payment of principal of, redemption premium, if any, and interest on the Series 2026 Bonds and for other payments required to be made by the City pursuant to the documents, agreements and instruments authorized herein, all as provided in this Ordinance.

**Section 1.08. Headings**. Any headings preceding the texts of the several Articles and Sections of this Ordinance shall be solely for convenience or reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

**Section 1.09. Effectiveness**. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect on the date of its passage, approval and publication as provided herein.

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

*Exhibit "A".*
(To Ordinance)

*Form Of Series 2026 Supplemental Indenture.*

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**CITY OF CHICAGO**

**to**

**The Bank of New York Mellon Trust Company, N.A.,**
**as Trustee**

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**SEVENTEENTH SUPPLEMENTAL INDENTURE**

**SECURING**

**WATER REVENUE BONDS, PROJECT AND REFUNDING SERIES 2026A**

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**DATED AS OF MAY 1, 2026**

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Supplementing an Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City of Chicago to The Bank of New York Mellon Trust Company, NA.

**THIS SEVENTEENTH SUPPLEMENTAL INDENTURE** is made and entered into as of May 1, 2026 (this "*Seventeenth Supplemental Indenture*"), from 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, to The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this Seventeenth Supplemental Indenture under and by virtue of the laws of the United States of America, as Trustee.

**W I T N E S S E T H:**

**WHEREAS**, 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, and is a "home rule unit" of local government under Section 6(a) of Article VII of the 1970 Constitution; and

**WHEREAS**, the City has constructed and is maintaining and operating the Water System (as defined in the Series 2026A Bond Ordinance described below) to meet the needs of the City's inhabitants and other users of the Water System; and

**WHEREAS**, the Water System is operated under the supervision and control of the Department of Water Management of the City; and

**WHEREAS**, the City has issued and has outstanding its Outstanding Second Lien Bonds and its Outstanding Subordinate Lien Obligations; and

**WHEREAS**, the City has determined that it is advisable and in the best interests of the City to authorize the issuance from time to time of its Water Revenue Bonds, Project and Refunding Series 2026A (the "*Series 2026A Bonds*"), subject to the authorization limits specified in the Series 2026A Bond Ordinance, for any one or more of the purposes of (1) paying the Project Costs, (2) currently refunding all or a portion of the Redeemed Bonds, (3) refunding all or a portion of the Redeemed Bonds pursuant to a forward delivery arrangement, (4) purchasing all or a portion of the Tendered Bonds pursuant to an invitation to tender, (5) paying Costs of Issuance of the Series 2026A Bonds, (6) paying the costs of acquiring a Qualified Reserve Account Credit Instrument for the Series 2026A Bonds or making a deposit to the Series 2026A Bonds Subaccount in the amount required by this Seventeenth Supplemental Indenture and (7) providing for any discount on the Series 2026A Bonds; and

**WHEREAS,** the aggregate estimated amount of uses for the Series 2026A Bonds does not exceed $_____. The proceeds of the Series 2026A Bonds incurred for the costs described in clause (1) – (7) of the immediately preceding paragraph (the "*2026A Costs*") will not exceed the amount required to pay such costs; and

**WHEREAS**, the City does not have available funds sufficient to pay the 2026A Costs; and

**WHEREAS**, the City Council of the City (the "*City Council*") on April 15, 2026 adopted an ordinance (the "*Series 2026A Bond Ordinance*") authorizing the issuance of Series 2026A Bonds in an aggregate principal amount not to exceed $_____, plus an amount equal to

the amount of any original issue discount (not to exceed 15 percent of the aggregate principal amount of Series 2026A Bonds) used in the marketing of such Series 2026A Bonds; and

**WHEREAS**, the Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds, dated as of May 1, 2023 (the "*Amended and Restated Second Lien Bonds Master Indenture*" such Amended and Restated Second Lien Bonds Master Indenture, as heretofore and hereafter supplemented and amended, including by this Seventeenth Supplemental Indenture, the "*Indenture*") between the City and the Trustee authorizes the issuance of Second Lien Parity Bonds in one or more series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 2.08 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture) and Section 2.09 Obligations (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and

**WHEREAS**, pursuant to Section 2.01 of Part B of the Series 2026A Bond Ordinance the City has authorized the issuance and sale of the Series 2026A Bonds in one or more series that may be issued pursuant to the Series 2026A Bond Ordinance and the Amended and Restated Second Lien Bonds Master Indenture (*provided* that the total principal amount of Series 2026A Bonds shall not exceed $_____, plus an amount equal to the amount of any original issue discount (not to exceed 15 percent of the aggregate principal amount of Series 2026A Bonds) used in the marketing of Series 2026A Bonds); and

**WHEREAS**, pursuant to such authorization, in order to pay the 2026A Costs, the City has, pursuant to authorization granted in the Series 2026A Bond Ordinance, determined to issue and sell the Series 2026A Bonds authorized as aforesaid; and

**WHEREAS**, such Series 2026A Bonds shall be issued and sold in a single series as provided in this Seventeenth Supplemental Indenture, in the aggregate principal amount of $_____ and designated as "Water Revenue Bonds, Project and Refunding Series 2026A" (the "*Series 2026A Bonds*"); and

**WHEREAS**, the Series 2026A Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, shall be substantially in the form attached to this Seventeenth Supplemental Indenture as *Exhibit A*, with necessary and appropriate variations, omissions and insertions as permitted or required by the Series 2026A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture or this Seventeenth Supplemental Indenture;

**NOW, THEREFORE, THIS SEVENTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts created by this Seventeenth Supplemental Indenture, and of the purchase and acceptance of the Series 2026A Bonds by their Registered Owners, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Series 2026A Bonds according to their tenor and effect, and to secure

the performance and observance by the City of all the covenants expressed or implied in this Seventeenth Supplemental Indenture and in the Series 2026A Bonds , assigns and grants a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City set forth below (the "*Trust Estate*"):

**GRANTING CLAUSE FIRST**

All right, title and interest of the City in and to Net Revenues (as defined in the Amended and Restated Second Lien Bonds Master Indenture); and amounts on deposit in the accounts of the Water Fund (as defined in the Amended and Restated Second Lien Bonds Master Indenture, ) except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account (each as defined in the Amended and Restated Second Lien Bonds Master Indenture), and in the Construction Account: 2026 Second Lien Bonds (as defined herein), in each case to the extent pledged and assigned in the granting clauses of the Amended and Restated Second Lien Bonds Master Indenture, as supplemented by the Series 2026A Bond Ordinance;

**GRANTING CLAUSE SECOND**

All moneys and securities from time to time held by the Trustee under the terms of this Seventeenth Supplemental Indenture; and

**GRANTING CLAUSE THIRD**

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected to this Seventeenth Supplemental Indenture, as and for additional security under this Seventeenth Supplemental Indenture by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is by this Seventeenth Supplemental Indenture authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Seventeenth Supplemental Indenture;

**TO HAVE AND TO HOLD** all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

**IN TRUST, NEVERTHELESS**, upon the terms and trusts set forth in this Seventeenth Supplemental Indenture for the equal and proportionate benefit, security and protection of all present and future Registered Owners of the Series 2026A Bonds and all other Second Lien Bonds issued or secured from time to time under the provisions of the Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing, except to the extent otherwise specifically provided in this Seventeenth Supplemental Indenture or in the Indenture;

**PROVIDED, HOWEVER**, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2026A Bonds, and shall cause the payments to be made on such Series 2026A Bonds as required in this

Seventeenth Supplemental Indenture, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions of this Seventeenth Supplemental Indenture, then upon the final payment of such sums this Seventeenth Supplemental Indenture and the rights by this Seventeenth Supplemental Indenture granted shall cease, determine and be void; otherwise this Seventeenth Supplemental Indenture shall remain in full force and effect.

**THIS SEVENTEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared; that all Series 2026A Bonds issued and secured under this Seventeenth Supplemental Indenture are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts assigned and pledged by this Seventeenth Supplemental Indenture are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in this Seventeenth Supplemental Indenture, and the City has agreed and covenanted and by this Seventeenth Supplemental Indenture agrees and covenants with the Trustee, the respective owners of the Series 2026A Bonds as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.01. Definitions**. All capitalized terms used in this Seventeenth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Amended and Restated Second Lien Bonds Master Indenture and in the Series 2026A Bond Ordinance. In addition to the terms defined in the preambles of this Seventeenth Supplemental Indenture, the following words and phrases shall have the following meanings for purposes of this Seventeenth Supplemental Indenture:

"*Authorized Denomination*" means, with respect to a particular Series 2026A Bond, $5,000 and any integral multiple of $5,000.

"*Bondholder*," "*holder*," "*owner of the Series 2026A Bonds*" or "*Registered Owner*" means the Registered Owner of any Series 2026A Bond.

"*Bond Register*" means the registration books of the City kept by the Trustee (in its capacity as Bond Registrar) to evidence the registration and transfer of Series 2026A Bonds.

"*Bond Registrar*" means the Trustee.

"*Chief Financial Officer*" means the Chief Financial Officer appointed by the Mayor of the City or, in the event no person is at the time then so appointed and acting, the City Comptroller of the City.

"*City*" means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

"*Code*" means the United States Internal Revenue Code of 1986, as amended. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the Date of Issuance.

"*Cost of Issuance Account*" means the account designated the "Series 2026A Cost of Issuance Account" as described in Section 4.02(b)(iv).

"*Date of Issuance*" means May __, 2026, the date of original issuance and delivery of the Series 2026A Bonds under this Seventeenth Supplemental Indenture.

"*Deposit Date*" has the meaning provided in Section 4.04.

"*Depository Agreement*" means the Depository Agreement dated May __, 2026 between the City and The Bank of New York Mellon Trust Company, N.A., as depository, pursuant to which funds on deposit in the Construction Account: 2026 Second Lien Bonds shall be held and disbursed.

"*DTC*" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

"*Escrow Accounts*" means the Escrow Accounts established under the Escrow Agreement for the refunding of the Redeemed Bonds.

"*Escrow Agreement*" means the Escrow Agreement dated May __, 2026 between the City and the Trustee, as escrow agent, made with respect to the Redeemed Bonds, as authorized by Section 4.03 of the Series 2026A Bond Ordinance.

"*Indenture*" means the Amended and Restated Master Indenture of Trust, dated as of May 1, 2023, from the City to the Trustee, pursuant to which Second Lien Bonds are authorized to be issued, as heretofore supplemented (including supplements prior to the amendment and restatement of the Amended and Restated Second Lien Bonds Master Indenture, except to the extent the terms of any such prior supplements are inconsistent with the terms of the Amended and Restated Second Lien Bonds Master Indenture, in which case the terms of the Amended and Restated Second Lien Bonds Master Indenture shall control) and any additional amendments and supplements to it, including this Seventeenth Supplemental Indenture. References to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture shall be deemed to refer to Articles and Sections of the Amended and Restated Second Lien Bonds Master Indenture as amended.

"*Interest Payment Date*" means each May 1 and November 1, commencing on November 1, 2026.

"*Maturity Date*" means, with respect to a particular Series 2026A Bond, the maturity date for such Series 2026A Bond set forth in Section 2.01(d) hereof.

"*Opinion of Bond Counsel*" means a written opinion of Bond Counsel in form and substance acceptable to the City and the Trustee, which opinion may be based on a ruling or rulings of the Internal Revenue Service.

"*Participant*," when used with respect to any Securities Depository, means any participant of such Securities Depository.

"*Paying Agent*" means the Trustee and any other bank, national banking association or trust company designated by the City or the Trustee pursuant to Section 8.03 hereof as a paying agent for the Series 2026A Bonds, and any successor or successors appointed by the Chief Financial Officer or the Trustee under this Seventeenth Supplemental Indenture.

*"Principal and Interest Account"* means the account designated the "Series 2026A Bonds, Principal and Interest Account" established in the 2026A Second Lien Bonds Subaccount as described in Section 4.02(b)(iii) and Section 4.05.

*"2026A Principal and Interest Account Requirement"* means an amount, calculated as of each Deposit Date, equal to the total Principal Installments and interest due on the Series 2026A Bonds on such Deposit Date.

*"Program Fee Account"* means the account designated the "Series 2026A Bonds, Program Fee Account" established in the 2026A Second Lien Bonds Subaccount as described in Section 4.02(b)(ii).

*"Program Fees"* means:

(a) the fees, expenses and other charges payable to each fiduciary, including the Trustee, the Trustee's Agent and any Paying Agent, pursuant to the provisions of Section 8.5 of the Amended and Restated Second Lien Bonds Master Indenture; *provided* that if at any time there shall be any Series of Second Lien Bonds Outstanding under the Indenture other than the Series 2026A Bonds, then "*Program Fees*" shall mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such fiduciary with respect to the Series 2026A Bonds;

(b) ongoing fees payable to any Rating Agency maintaining a rating on any Series 2026A Bonds; and

(c) any other fees, expenses and other charges of a similar nature payable by the City to any person under this First Supplemental Indenture or otherwise with respect to the Series 2026A Second Lien Bonds.

"*Project Costs*" means the costs of acquiring, constructing and equipping the Projects, including without limitation, acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City.

"*Projects*" means the program of improvements and extensions to the Water System designated by the Commissioner including, but not limited to constructing and installing water

mains; rehabilitating, upgrading, replacing, repairing, renovating, improving and extending facilities at the water purification plants; improving and extending facilities at any or all of the pumping stations; providing any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the Water System; and providing new equipment and technology and rehabilitating existing equipment necessary to continue to provide existing and future customers with the quality and quantity of water required and to meet future customer demand.

"*Rating Agency*" means any nationally recognized securities ratings service that shall have assigned ratings to any Series 2026A Bond as requested by or on behalf of the City and which ratings are then currently in effect.

"*Record Date*" means April 15 and October 15 of each year (whether or not a Business Day).

"*Redeemed Bonds*" means the Redeemed Series ____ Bonds, the Redeemed Series ____ Bonds and the Tendered Bonds.

"*Redeemed Series ____ Bonds*" means the Water Revenue Bonds, Project Series ____ maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

| Maturity (November 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |

"*Redeemed Series ____ Bonds*" means the Water Revenue Bonds, Project Series ____ maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

| Maturity (November 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |

"*Registered Owner*" or "*Owner*" means the person or persons in whose name or names a Series 2026A Bond shall be registered in the Bond Register.

"*Securities Depository*" means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Series 2026A Bonds.

"*Series 2026A Bonds*" means the $_____ aggregate principal amount of the Water Revenue Bonds, Project and Refunding Series 2026A.

"*State*" means the State of Illinois.

"*Tax Agreement*" means the Tax Certificate and Agreement of the City relating to the Series 2026A Bonds delivered by the City on the Date of Issuance.

"*Tender Plan*" means the current refunding of the Tendered Bonds tendered and accepted for purchase pursuant to an invitation to tender.

"*Tendered Bonds*" means the Tendered Series ____ Bonds and the Tendered Series ____ Bonds, purchased pursuant to the Tender Plan and cancelled.

"*Tendered Series ____ Bonds*" means the Water Revenue Bonds, Project Series ____ maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

| Maturity (November 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |

"*Tendered Series ____ Bonds*" means the Water Revenue Bonds, Project Series ____ maturing on November 1 of the years, in the amounts and bearing interest at the annual rates as follows:

| Maturity (November 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |
| 20__ | | % |

"*Trust Estate*" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Seventeenth Supplemental Indenture.

"*Trustee*" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (as successor trustee), and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee under this Seventeenth Supplemental Indenture.

"*Trustee's Agent*" means any agent designated as Trustee's Agent by the Trustee and at the time serving in that capacity. Any agent so designated by the Trustee shall execute a written agreement with the Trustee assuming all obligations of the Trustee under this Seventeenth Supplemental Indenture with respect to those duties of the Trustee which such agent agrees to perform on behalf of the Trustee.

"*Seventeenth Supplemental Indenture*" means this Seventeenth Supplemental Indenture and any amendments and supplements to this Seventeenth Supplemental Indenture.

"*2026 Construction Account*" means the Construction Account: 2026 Second Lien Bonds established pursuant to Section 3.01(c) of the Amended and Restated Second Lien Bonds Master Indenture, as further described in Sections 4.02, 4.06 and 4.08 hereof.

"*2026A Costs*" has the meaning ascribed to it in the preambles to this Seventeenth Supplemental Indenture.

"*2026A Second Lien Bonds Subaccount*" means the fund of that name established within the Second Lien Bonds Account created under the Amended and Restated Second Lien Bonds Master Indenture, as further described in Sections 4.02 and 4.06 hereof.

## ARTICLE II

## THE SERIES 2026A BONDS

**Section 2.01. Authority for and Issuance of Series 2026A Bonds.** (a) No Series 2026A Bonds may be issued under the provisions of this Seventeenth Supplemental Indenture except in accordance with this Article. The Series 2026A Bonds are being issued to provide funds to pay 2026A Costs. The Second Lien Bonds constitute Second Lien Parity Bonds.

(b) Pursuant to the Series 2026A Bond Ordinance, the total principal amount of any Series 2026A Bonds shall not exceed $_____, plus an amount equal to the amount of any original issue discount (not to exceed 15 percent of the aggregate principal amount of such series of Bonds (other than Series 2026A Bonds issued in lieu of or in substitution for which other Series 2026A Bonds have been authenticated and delivered pursuant to Sections 2.01(c), 2.03, 2.04, 2.06, 2.07 or 3.02(d) hereof). The Series 2026A Bonds shall be issuable as fully registered bonds, without coupons, in Authorized Denominations, substantially in the form attached as *Exhibit A*. Unless the City shall otherwise direct, the Series 2026A Bonds shall be lettered and numbered from R-1 and upwards, but need not be numbered consecutively.

(c) The Series 2026A Bonds shall be designated "City of Chicago Water Revenue Bonds, Project and Refunding Series 2026A" and shall be issued in the aggregate principal amount of $_____. The Series 2026A Bonds shall be dated the Date of Issuance, and shall mature on November1 in each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the table below:

| Maturity (November 1) | Principal Amount | Rate Per Annum | Maturity (November 1) | Principal Amount | Rate per Annum |
|---|---|---|---|---|---|
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |
| 20__ | | % | 20__ | | % |

(d) Each Series 2026A Bond authenticated prior to the first Interest Payment Date on such Series 2026A Bond shall bear interest from the Date of Issuance, and following the first Interest Payment Date interest shall accrue as set forth in the next paragraph except that if as shown by the records of the Trustee, interest on such Series 2026A Bond shall be in default, any Series 2026A Bond issued in exchange for or upon the registration of transfer of such Series 2026A Bond shall bear interest from the date to which interest has been paid in full on such Series 2026A Bond or, if no interest has been paid on such Series 2026A Bond, the Date of Issuance. Each Series 2026A Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Series 2026A Bond on the date on which such principal, premium or interest came due and payable.

(e) Interest on the Series 2026A Bonds shall be payable on each Interest Payment Date, computed upon the basis of a 360-day year consisting of twelve 30-day months. No interest shall accrue on any Series 2026A Bond after the Maturity Date thereof (provided, the payment at maturity is paid or provided for in accordance with the provisions of the Indenture).

(f) The principal of and interest on the Series 2026A Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment of such Series 2026A Bonds, is legal tender for the payment of public and private debts.

(g) The principal of the Series 2026A Bonds shall be payable at the designated corporate trust office of the Trustee or, at the option of the Registered Owners, at the designated corporate trust office of any Paying Agent named in such Series 2026A Bonds, upon presentation and surrender of such Series 2026A Bonds.

(h) Payment of interest on Series 2026A Bonds shall be paid by check mailed on the Interest Payment Date to the persons appearing on the Bond Register as the Registered Owners of such Series 2026A Bonds as of the close of business of the Trustee on the Record Date at the addresses of such Registered Owners as they appear on the Bond Register, or at such other addresses as are furnished to the Trustee in writing by the Registered Owners not later than the Record Date. Payment of interest on any Series 2026A Bond shall be made to the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2026A Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Registered Owner on such Interest Payment Date upon written notice from such Registered Owner containing the wire transfer address within the United States to which such Registered Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date.

(i) The Series 2026A Bonds shall bear interest from and including the Date of Issuance, until payment of the principal or redemption price of such Series 2026A Bonds shall have been made or provided for in accordance with the provisions of this Seventeenth Supplemental Indenture, whether at the Maturity Date or otherwise.

**Section 2.02. Execution; Limited Obligations.** The Series 2026A Bonds shall be executed on behalf of the City with 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 or Deputy City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced on such Series

2026A Bonds the corporate seal of the City or a facsimile of such seal. The Series 2026A Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Series 2026A Bond Ordinance. The Series 2026A Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations are not general obligations of the City, but are limited obligations payable solely from the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund (except for the except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account) and the 2026 Construction Account, and shall be a valid claim of the respective Registered Owners of the Series 2026A Bonds only against the Trust Estate held in the accounts of the Water Fund (except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account), other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued, and the 2026 Construction Account and other moneys held by the Trustee or otherwise pledged therefor, which amounts are by this Seventeenth Supplemental Indenture pledged, assigned and otherwise held as security for the equal and ratable payment of the Series 2026A Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Series 2026A Bonds, the Section 2.08 Obligations and the Section 2.09 Obligations, except as may be otherwise expressly authorized in the Amended and Restated Second Lien Bonds Master Indenture or in this Seventeenth Supplemental Indenture. Neither the Series 2026A Bonds, the Section 2.08 Obligations nor the Section 2.09 Obligations shall constitute an indebtedness of the City or a loan of credit of the City 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 of the State is pledged to the payment of the principal of premium, if any, or the interest on the Series 2026A Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations, or other costs incident to the Series 2026A Bonds, the Section 2.08 Obligations or the Section 2.09 Obligations. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2026A Bonds shall cease to be such officer before the delivery of such Series 2026A Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

**Section 2.03. Authentication**. No Series 2026A Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Seventeenth Supplemental Indenture unless and until such certificate of authentication in substantially the form attached to this Seventeenth Supplemental Indenture as part of *Exhibit A* shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Series 2026A Bond shall be conclusive evidence that such Series 2026A Bond has been authenticated and delivered under this Seventeenth Supplemental Indenture. The Trustee's certificate of authentication on any Series 2026A Bond shall be deemed to have been executed by it if (i) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificates of authentication on all of the Series 2026A Bonds issued under this Seventeenth Supplemental Indenture and (ii) the date of authentication on such Series 2026A Bond is inserted in the place provided for such date in the certificate of authentication.

**Section 2.04. Form of Series 2026A Bonds; Temporary Series 2026A Bonds.** The Series 2026A Bonds issued under this Seventeenth Supplemental Indenture shall be substantially in the form attached to this Indenture as *Exhibit A*, with such appropriate variations, omissions and insertions as are permitted of required by this Seventeenth Supplemental Indenture.

Pending preparation of definitive Series 2026A Bonds, or by agreement with the purchasers of such Series 2026A Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Series 2026A Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Series 2026A Bonds in exchange for and upon surrender of an equal principal amount of temporary Series 2026A Bonds. Until so exchanged, temporary Series 2026A Bonds shall have the same rights, remedies and security under this Seventeenth Supplemental Indenture as definitive Series 2026A Bonds.

**Section 2.05. Delivery of Series 2026A Bonds.** Upon the execution and delivery of this Seventeenth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2026A Bonds and deliver them to the purchasers as may be directed by the City as provided in this Section.

Prior to the delivery by the Trustee of the Series 2026A Bonds there shall be filed with the Trustee:

(i) a copy, duly certified by the City Clerk or Deputy City Clerk of the City, of the Series 2026A Bond Ordinance;

(ii) original executed counterparts of the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture;

(iii) a Counsel's Opinion or Opinions to the effect that (A) the City had the right and power to adopt the Series 2026A Bond Ordinance; (B) the Series 2026A Bond Ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms (except as limited by any applicable bankruptcy liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (C) the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity in the event equitable remedies are sought); (D) the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture create the valid pledge of the Trust Estate, including Net Revenues and moneys and securities held in the accounts of the Water Fund except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account, and in the 2026 Construction Account (other than monies, instruments and

securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) under the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture for the benefit and security of the Series 2026A Bonds; subject to application of such moneys and securities in the manner provided in the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture; (E) upon the execution, authentication and delivery of the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture, the Series 2026A Bonds will have been, duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Series 2026A Bond Ordinance, the Amended and Restated Second Lien Bonds Master Indenture and this Seventeenth Supplemental Indenture and (F) any required approval for the issuance of the Series 2026A Bonds has been obtained;

(iv) a written order as to the delivery of the Series 2026A Bonds, signed by the Chief Financial Officer and stating (A) the identity of the purchasers, the aggregate purchase price and the date and place of delivery; and (B) that no Event of Default has occurred and is continuing under the Amended and Restated Second Lien Bonds Master Indenture or this Seventeenth Supplemental Indenture; and

(v) a Certificate of the Chief Financial Officer stating that the conditions of Section 2.06 of the Amended and Restated Second Lien Bonds Master Indenture have been met.

**Section 2.06. Mutilated, Lost, Stolen or Destroyed Series 2026A Bonds**. In the event a Series 2026A Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Series 2026A Bond of like date, maturity, interest rate and denomination as the Series 2026A Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2026A Bond, such mutilated Series 2026A Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Series 2026A Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Series 2026A Bond has matured, instead of issuing a substitute Series 2026A Bond the City may pay the same without surrender of such Series 2026A Bond. The City and the Trustee may charge the Registered Owner of such Series 2026A Bond with their reasonable fees and expenses in this connection. All Series 2026A Bonds so surrendered to the Trustee shall be canceled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Series 2026A Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate Series 2026A Bonds issued and authenticated pursuant to this Section shall constitute original, contractual obligations of the City (whether or not, in the case of the first paragraph of this Section, lost, stolen or destroyed Series 2026A Bonds be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits under this Seventeenth Supplemental Indenture as all other Outstanding Series 2026A Bonds issued under this Seventeenth Supplemental Indenture.

All Series 2026A Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Series 2026A Bonds, and shall preclude any and all other rights or remedies.

**Section 2.07. Transfer and Exchange of Series 2026A Bonds; Persons Treated as Owners.** (a) Subject to the limitations contained in subsection (c) of this Section, upon surrender for registration of transfer of any Series 2026A Bond at the designated corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Series 2026A Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (c) of this Section, Series 2026A Bonds may be exchanged at such times at such designated corporate trust office of the Trustee upon surrender of such Series 2026A Bond together with an assignment duly executed by the Registered Owner of such Series 2026A Bonds or such Registered Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Series 2026A Bonds of like date and tenor of any Authorized Denomination as the Series 2026A Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any Series 2026A Bond of any Authorized Denomination shall constitute full and due authorization of such Authorized Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2026A Bond.

(b) No service charge shall be imposed upon the Registered Owners for any exchange or transfer of Series 2026A Bonds. The City and the Trustee may, however, require payment by the person requesting an exchange or transfer of Series 2026A Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation to such exchange or transfer, except in the case of the issuance of one or more Series 2026A Bonds for the unredeemed portion of a Series 2026A Bond surrendered for redemption in part.

(c) The Trustee shall not be required to transfer or exchange any Series 2026A Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Series 2026A Bond and ending on such Interest Payment Date, or to transfer or exchange such Series 2026A Bond after the mailing of notice calling such Series 2026A Bond for redemption has been made as provided in this Seventeenth Supplemental Indenture or during the period of 15 days next preceding the giving of notice of redemption of Series 2026A Bonds of the same Maturity Date and interest rate.

(d) Series 2026A Bonds delivered upon any registration of transfer or exchange as provided in this Section 2.07 or as provided in Section 2.08 hereof shall be valid limited obligations of the City, evidencing the same debt as the Series 2026A Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits of this Seventeenth Supplemental Indenture to the same extent as the Series 2026A Bond surrendered.

(e) The City, the Trustee and any Paying Agent may treat the Registered Owner of any Series 2026A Bond as the absolute owner of such Series 2026A Bond for all purposes, whether or not such Series 2026A Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Series 2026A Bond as provided in this Seventeenth Supplemental Indenture shall be made only to or upon the written order of the Registered Owner of such Series 2026A Bond or such Registered Owner's legal representative, but such registration may be changed as provided in this Seventeenth Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026A Bond to the extent of the sum or sums so paid.

**Section 2.08. Cancellation.** Any Series 2026A Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be canceled upon surrender of such Series 2026A Bond to the Trustee or any Paying Agent. If the City shall acquire any of the Series 2026A Bonds, the City shall deliver such Series 2026A Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Series 2026A Bonds canceled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Series 2026A Bonds canceled by the Trustee and Series 2026A Bonds canceled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Canceled Series 2026A Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City. Upon the date of final maturity or redemption of all Series 2026A Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Book-Entry Provisions.** The provisions of this Section shall apply as long as the Series 2026A Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Seventeenth Supplemental Indenture to the contrary notwithstanding.

(a) Payments of the principal of and interest on the Series 2026A Bonds shall be made to the Securities Depository, or its nominee, as the Registered Owner of the Series 2026A Bonds, in same day funds on each date on which the principal of, premium; if any, and interest on the Series 2026A Bonds is due as set forth in this Seventeenth Supplemental Indenture and the Series 2026A Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Series 2026A Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee written notice thereof, and the Trustee shall make payments with respect to the Series 2026A Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Series 2026A Bonds to Participants or the beneficial owners of the Series 2026A Bonds or their nominees.

(b) The Registered Owners of the Series 2026A Bonds have no right to the appointment or retention of a Securities Depository for the Series 2026A Bonds. If (i) the City determines, or (ii) the City receives notice that the Securities Depository has received notice

from its Participants having interests in at least 50 percent in principal amount of the Series 2026A Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository, or that it is in the best interests of the beneficial owners that they obtain certificated Series 2026A Bonds, the City may (or, in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Series 2026A Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Series 2026A Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Series 2026A Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Series 2026A Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Series 2026A Bonds shown on the records of such Participant. Prior to any transfer of the Series 2026A Bonds outside the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. Replacement Series 2026A Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of such Series 2026A Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than $1,000,000 principal amount of Series 2026A Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Series 2026A Bonds are payable only upon presentation and surrender of such replacement Series 2026A Bond or Second Lien Bonds at the designated corporate trust office of the Trustee.

(d) The Securities Depository and its Participants, and the beneficial owners of the Series 2026A Bonds, by their acceptance of the Series 2026A Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Series 2026A Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Series 2026A Bonds.

(e) As long as Cede & Co. is the Registered Owner of the Series 2026A Bonds, as nominee of DTC, references herein to the Registered Owners of the Series 2026A Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2026A Bonds.

(f) As long as Cede & Co. is the Registered Owner of the Series 2026A Bonds:

(i) selection of Series 2026A Bonds to be redeemed upon partial redemption or presentation of such Series 2026A Bonds to the Trustee upon partial redemption shall be deemed made when the right to exercise ownership rights in such Series 2026A Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under this Seventeenth Supplemental Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Series 2026A Bonds through DTC or its Participants.

## ARTICLE III

## REDEMPTION OF SERIES 2026A BONDS

**Section 3.01. Optional Redemption**. The Series 2026A Bonds maturing on and after November 1, 20__ are subject to redemption prior to maturity at the option of the City, in whole or in part, on any date on or after May 1, 20__ and if in part, in such order of maturity as the City shall determine and within any maturity and interest rate by lot, at a Redemption Price **equal** to the outstanding principal amount of such Series 2026A Bond, together with accrued interest to the date fixed for redemption.

**Section 3.02. Mandatory Sinking Fund Redemption**.

(a) The Series 2026A Bonds due on November 1, 20__, November, 20__, November 1, 20__ and November 1, 20__ (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, selected as provided in Section 3.04, at a redemption price of 100 percent of the outstanding principal amount of such Series 2026A Bonds to be so redeemed, on November 1 of the years and in the amounts shown below, plus accrued interest to the redemption date, as set forth below:

| Series 2026A Bonds due November 1, 20__ | | Series 2026A Bonds due November 1, 20__ | |
|---|---|---|---|
| Year | Principal Amount | Year | Principal Amount |
| 20__ | | 20__ | |
| 20__ | | 20__ | |
| 20__ | | 20__ | |
| 20__* | | 20__* | |

*Stated maturity

*Stated maturity

| Series 2026A Bonds due November 1, 20__ | | Series 2026A Bonds due November1, 20__ | |
|---|---|---|---|
| Year | Principal Amount | Year | Principal Amount |
| 20__ | | 20__ | |
| 20__ | | 20__ | |
| 20__ | | 20__ | |
| 20__ | | 20__ | |
| 20__* | | 20__* | |

*Stated maturity

*Stated maturity

(b) In lieu of redeeming the Term Bonds pursuant to the mandatory sinking fund redemption provisions described above, on or before the 60th day next preceding any mandatory sinking fund redemption date for such Term Bonds, the Trustee may, at the written direction of the Chief Financial Officer, use such funds available under the Indenture to purchase Term Bonds in the open market at a price not exceeding par plus accrued interest.

On or before the 60th day next preceding any mandatory sinking fund redemption date for the Term Bonds (or such shorter period as may be acceptable to the Trustee), the City may, at its option, (i) deliver to the Trustee for cancellation, Term Bonds or portions thereof in Authorized Denominations subject to mandatory sinking fund redemption or (ii) receive a credit in respect of its mandatory sinking fund redemption obligation for Term Bonds or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of such mandatory sinking fund redemption) and canceled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Each Term Bond or portion thereof subject to mandatory sinking fund redemption so delivered or previously redeemed will be credited against future mandatory sinking fund redemption obligations on Term Bonds in such order as the City designates, or if no such designation is made, in inverse chronological order, the principal amount of such Term Bonds to be redeemed by operation of such mandatory redemption to be accordingly reduced.

**Section 3.03. Redemption Terms; Notice of Redemption.**

(a) Series 2026A Bonds may be called for redemption by the Trustee pursuant to Section 3.01 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption. Term Bonds shall be called for redemption by the Trustee pursuant to Section 3.02 hereof without further request or direction from the City or any other party. Series 2026A Bonds may be called for redemption by the Trustee pursuant to Section 3.02 hereof upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption.

(b) Unless waived by any owner of Series 2026A Bonds to be redeemed, notice of the call for any optional redemption pursuant to Section 3.01 hereof shall be given by the Trustee on behalf of the City by mailing the redemption notice by first class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of the Series 2026A Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, but the failure to mail any such notice or any defect therein as to any Series 2026A Bond to be redeemed shall not affect the validity of the proceedings for the redemption of any other Series 2026A Bond to be redeemed. Any notice of redemption mailed as provided in this Section shall be conclusively presumed to have been given whether or not actually received by the addressee.

(c) All notices of redemption shall specify, at a minimum: (i) the series name and designation and certificate numbers of Series 2026A Bonds being redeemed, (ii) the CUSIP numbers of the Series 2026A Bonds being redeemed, (iii) the principal amount of Series 2026A Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the redemption price, (vi) the Date of Issuance of the Series 2026A Bonds being redeemed, (vii) the interest rate and maturity date of the Series 2026A Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services (if required), and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice. With respect to an optional redemption of any Series 2026A Bonds, such notice may state that said redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of the Series 2026A Bonds being redeemed. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Series 2026A Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2026A Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for Series 2026A Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all Series 2026A Bonds or portions thereof which are to be redeemed on that date.

(d) Notice of redemption having been given as aforesaid, the Series 2026A Bonds, or portions thereof, so to be redeemed shall, on the redemption date (unless the redemption has been canceled as described in Section 3.02(c) hereof), become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2026A Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Series 2026A Bonds for redemption in accordance with said notice, such Series 2026A Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2026A Bond, there shall be prepared for the Registered Owner a new Series 2026A Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal. If any Series 2026A Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption.

**Section 3.04. Selection of Series 2026A Bonds for Redemption**. In the event of the redemption of fewer than all the Series 2026A Bonds of the same interest rate and maturity, the aggregate principal amount thereof to be redeemed shall be in an Authorized Denomination, and the Trustee shall assign to each Series 2026A Bond of such interest rate and maturity a distinctive number for each minimum Authorized Denomination of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum Authorized Denomination for each number, shall equal the principal amount of such Series 2026A Bonds to be redeemed. The Series 2026A Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Series 2026A Bond shall be redeemed as shall equal such minimum Authorized Denomination for each number assigned to it and so selected. For purposes of any redemption of fewer than all of the outstanding Series 2026A Bonds of a single interest rate and maturity, the particular Series 2026A Bonds or portions thereof to be redeemed shall be selected not more than 60 days prior to the redemption date by the Trustee.

## ARTICLE IV

## REVENUES AND FUNDS

**Section 4.01. Source of Payment of Series 2026A Bonds**. The Series 2026A Bonds are not general obligations of the City but are limited obligations as described in Section 2.02 hereof and as provided in this Seventeenth Supplemental Indenture and in the Amended and Restated Second Lien Bonds Master Indenture.

**Section 4.02. Creation of Accounts and Subaccounts in 2026A Second Lien Bonds Subaccount**. (a) Moneys on deposit in the 2026A Second Lien Bonds Subaccount, and in each Account established in it as provided below, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Series 2026A Bonds.

(b) There are by this Seventeenth Supplemental Indenture created by the City and ordered established with the Trustee separate Accounts within the 2026A Second Lien Second Lien Bonds Subaccount, designated as follows:

(i) 2026 Construction Account: an Account to be designated the "Construction Account: 2026 Second Lien Bonds" (the "*2026 Construction Account*");

(ii) Program Fee Account: an Account to be designated the "Series 2026A Bonds, Program Fee Account" (the "*Series 2026A Program Fee Account*");

(iii) Principal and Interest Account: an Account to be designated the "Series 2026A Bonds, Principal and Interest Account" (the "*2026A Principal and Interest Account*");

(iv) Cost of Issuance Account: an Account to be designated the "Series 2026A Costs of Issuance Account" (the "*Costs of Issuance Account*").

**Section 4.03. Application of Series 2026A Bond Proceeds**. The proceeds received by the City from the sale of the Series 2026A Bonds in the amount of $_____ (consisting of

the aggregate principal amount of the Series 2026A Bonds, [plus/less] [net] [premium/discount] of $_____ and less the Underwriters' discount of $_____), shall be applied as follows:

(i) the amount of $_____ will be applied by the City for the payment of the Tendered Bonds.

(ii) the amount of $_____ will be deposited with the Trustee and the Trustee shall deposit such amount into the 2026 Construction Account, to be applied to payment of Project Costs as provided in Section 4.06 hereof.

(iii) the amount of $_____ will be deposited with the Trustee, and the Trustee shall deposit such amount into the Escrow Accounts for refunding the Redeemed Bonds pursuant to the Escrow Agreement.

(iv) the amount of $_____ will be deposited with the Trustee, and the Trustee shall deposit such amount to the Costs of Issuance Account, to be applied to pay Costs of Issuance of the Series 2026A Bonds as provided in Section 4.08 hereof.

**Section 4.04. Deposits into 2026A Second Lien Bonds Subaccount and Accounts.** On May 1 and November 1 of each year, commencing November 1, 2026 (each such date referred to in this Seventeenth Supplemental Indenture as the "Deposit Date"), there shall be deposited into the 2026A Second Lien Bonds Subaccount from amounts on deposit in the Second Lien Bonds Account (other than monies, instruments and securities or any Qualified Reserve Account Credit Instrument on deposit in a Debt Service Reserve Account for any other Series of Second Lien Bonds issued or to be issued) an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee and certified by the Chief Financial Officer and transferred by the City to the Trustee on or before the Business Day next preceding each such May 1 or November 1, respectively (such aggregate amount with respect to any Deposit Date being referred to in this Seventeenth Supplemental Indenture as the "Series 2026A Deposit Requirement"):

(a) for deposit into the 2026A Principal and Interest Account, an amount equal to the 2026A Principal and Interest Account Requirement; and

(b) for deposit into the Series 2026A Program Fee Account, the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related Deposit Date and, in the case of the initial Deposit Date, any Program Fees payable from the Date of Issuance to, but not including, such initial Deposit Date.

In addition to the Series 2026A Deposit Requirement, there shall be deposited into the 2026A Second Lien Bonds Subaccount any other moneys received by the Trustee under and pursuant to the Amended and Restated Second Lien Bonds Master Indenture or this Seventeenth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 2026A Second Lien Bonds Subaccount or to one or more Accounts in that Subaccount.

Upon calculation by the Trustee of each Series 2026A Deposit Requirement under this Section, the Trustee shall notify the City of the Series 2026A Deposit Requirement and the Deposit Date to which it relates; and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

**Section 4.05. Use of Moneys in the Principal and Interest Account**. Moneys in the Principal and Interest Account shall be used for the payment of the principal of, premium, if any, and interest on the Series 2026A Bonds, for the redemption of Series 2026A Bonds prior to their respective Maturity Dates and for the payment of Section 2.08 Obligations and Section 2.09 Obligations. Funds for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Series 2026A Bonds (including the optional redemption of Series 2026A Bonds pursuant to Section 3.01 hereof and not otherwise provided for; and with respect to payments made pursuant to Section 2.08 Obligations and Section 2.09 Obligations), shall be derived from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind, except that net payments required to be made by the City from Gross Revenues to a swap provider pursuant to a swap agreement authorized under the Indenture that does not satisfy the requirements for qualification as a Qualified Second Lien Swap Agreement shall be made only from amounts available after the payment of all Second Lien Bonds and termination and other non-scheduled payments made with respect to Section 2.09 Obligations shall be paid on a subordinate basis.

**Section 4.06. Use of Moneys in the 2026 Construction Account.** Moneys deposited into the 2026 Construction Account pursuant to Section 4.03(ii) shall be used for the payment of Project Costs, Pursuant to the Depository Agreement. If after the earliest to occur of (i) payment of all Project Costs as specified in a certificate of the City filed with the Trustee and (ii) November 1, 2027, there shall be any balance remaining on the 2026 Construction Account, such balance shall be transferred to the 2026A Principal and Interest Account.

**Section 4.07.** [Reserved]

**Section 4.08. Use of Moneys in the Costs of Issuance Account**. Except as otherwise provided in the Series 2026A Bond Ordinance and this Seventeenth Supplemental Indenture, and subject to the provisions of and limitations contained in the Tax Agreement, moneys on deposit in the Costs of Issuance Account shall be disbursed and applied to pay, or to reimburse the payment of, Costs of Issuance, as directed in a certificate of the City filed with the Trustee. If after the earliest to occur of (i) payment of all other expenses incurred in connection with issuance of the Series 2026A Bonds, as specified in a certificate of the City filed with the Trustee and (ii) November 1, 2026, there shall be any balance remaining in the Cost of Issuance Account, such balance shall be transferred to the Principal and Interest Account.

**Section 4.09. Tax Covenants**. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exclusion of interest on the Series 2026A Bonds from gross income for federal income tax purposes, including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

The City further covenants to comply with the provisions of the Tax Agreement relating to the Series 2026A Bonds, including, but not limited to, those provisions relating to the status of the Series 2026A Bonds as "private activity bonds" under Section 141 of the Code.

**Section 4.10. Non-presentment of Bonds.** In the event any Series 2026A Bond shall not be presented for payment when the principal of such Series 2026A Bond becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Series 2026A Bond shall have been made available to the Trustee for the benefit of the Registered Owner of such Series 2026A Bond, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner of such Series 2026A Bond for the payment of such Series 2026A Bond shall immediately cease; determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without for interest on such monies; for the benefit of the Registered Owner of such Series 2026A Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or on, or with respect to, such Series 2026A Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Series 2026A Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon the City's written request, and thereafter the Registered Owners of such Series 2026A Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest on such monies and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

**Section 4.11. Moneys Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Seventeenth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 8.03 of the Amended and Restated Second Lien Bonds Master Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created by this Seventeenth Supplemental Indenture.

## ARTICLE V

## INVESTMENT OF MONEYS

**Section 5.01. Investment of Moneys.** Moneys held in the funds, accounts and subaccounts established under this Seventeenth Supplemental Indenture, including moneys held for payment of Series 2026A Bonds not presented for payment as described in Section 4.10 hereof, shall be invested and reinvested in Permitted Investments in accordance with the provisions governing investments contained in the Amended and Restated Second Lien Bonds Master Indenture; *provided*, however, that moneys in the Principal and Interest Account representing principal of or interest on the Series 2026A Bonds shall only be invested in Governmental Obligations scheduled to mature on the earlier of (i) (A) 30 days from the date of

investment (in the case of amounts representing principal of the Series 2026A Bonds) or (B) six months from the date of investment (in the case of amounts representing interest payable on the Series 2026A Bonds) or (ii) the date upon which such moneys will be required to be used in accordance with this Seventeenth Supplemental Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times part of the fund, account or subaccount for which they were made.

## ARTICLE VI

## DISCHARGE OF LIEN

**Section 6.01. Defeasance**. If the City shall pay to the Registered Owners of the Series 2026A Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Series 2026A Bonds, then this Seventeenth Supplemental Indenture shall be fully discharged and satisfied upon the satisfaction and discharge of this Seventeenth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and all fiduciaries shall pay over or deliver to the City all funds, accounts and other moneys or securities held by them pursuant to this Seventeenth Supplemental Indenture which are not required for the payment or redemption of the Series 2026A Bonds.

If the City shall pay and discharge a portion of the Series 2026A Bonds as provided above, including any Series in full, such portion shall cease to be entitled to any lien, benefit or security under the Indenture. The liability of the City with respect to such Series 2026A Bonds shall continue, but the Registered Owners of the Series 2026A Bonds so defeased shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Governmental Obligations described in clause (a) of the definition of such term deposited with the Trustee under Article IX of the Amended and Restated Second Lien Bonds Master Indenture.

The provisions of this Section 6.01 are subject in all respects to the provisions of Sections 9.01 and 9.02 of the Amended and Restated Second Lien Bonds Master Indenture.

## ARTICLE VII

## REMEDIES

The provisions of Article VII of the Amended and Restated Second Lien Bonds Master Indenture shall be applicable to any Event of Default which shall have occurred and be continuing under this Seventeenth Supplemental Indenture.

Under no circumstance may the Trustee declare the principal of or interest on the Series 2026A Bonds to be due and payable prior to the Maturity Date following the occurrence of an Event of Default under the Amended and Restated Second Lien Bonds Master Indenture or this Seventeenth Supplemental Indenture.

## ARTICLE VIII

## TRUSTEE AND PAYING AGENT

**Section 8.01. Acceptance of Trusts.**

(a) The Trustee accepts the trusts imposed upon it by this Seventeenth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth in this Seventeenth Supplemental Indenture and in the Master Indenture. Except as otherwise expressly set forth in this Seventeenth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Seventeenth Supplemental Indenture other than as set forth in the Master Indenture and this Seventeenth Supplemental Indenture, and this Seventeenth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Amended and Restated Second Lien Bonds Master Indenture, as fully as if said terms and conditions were set forth at length in this Seventeenth Supplemental Indenture. Notwithstanding the provisions of Section 8.04 or 8.05 of the Amended and Restated Second Lien Bonds Master Indenture, the Trustee shall have no lien or security interest in and to amounts in the Principal and Interest Account for the purpose of paying the fees or expenses of the Trustee or any Paying Agent. Notwithstanding any provision of the Indenture to the contrary, the Trustee may not resign or be removed until a successor Trustee shall have been appointed as provided in the Amended and Restated Second Lien Bonds Master Indenture.

(b) The Trustee may appoint a Trustee's Agent with power to act on its behalf and subject to its direction in the authentication, registration and delivery of Series 2026A Bonds of any Series in connection with transfers and exchanges hereunder, as fully to all intents and purposes as though such Trustee's Agent had been expressly authorized by this Seventeenth Supplemental Indenture to authenticate, register and deliver such Series 2026A Bonds. The foregoing notwithstanding, the Trustee need not appoint a Trustee's Agent for as long as the Trustee shall have an office in New York, New York capable of handling the duties of Trustee's Agent hereunder. Any Trustee's Agent appointed pursuant to this Section shall evidence its acceptance by a certificate filed with the Trustee and the City. For all purposes of this Seventeenth Supplemental Indenture, the authentication, registration and delivery of Series 2026A Bonds by the Trustee or any Trustee's Agent pursuant to this Section shall be deemed to be the authentication, registration and delivery of such Series 2026A Bonds "by or to the Trustee." Such Trustee's Agent shall at all times be a commercial bank having an office in New York, New York, and shall at all times be a corporation organized and doing business under the laws of the United States or of any state with combined capital and surplus of at least $15,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any Trustee's Agent appointed hereunder shall also be a Paying Agent for purposes of this Seventeenth Supplemental Indenture

**Section 8.02. Dealing in Series 2026A Bonds**. The Trustee, in its individual capacity, may buy, sell, own, hold and deal in the Series 2026A Bonds, and may join in any action which the Registered Owner of any Series 2026A Bond may be entitled to take with like effect as if it did not act in any capacity under this Seventeenth Supplemental Indenture. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the Registered Owners of the Series 2026A Bonds secured by this Seventeenth Supplemental Indenture or other obligations of the City as freely as if it did not act in any capacity under this Seventeenth Supplemental Indenture.

**Section 8.03. Paying Agent**.

(a) The Trustee is hereby appointed Paying Agent for the Series 2026A Bonds. The City may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in subsection (c) below for a successor Paying Agent.

(b) The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Seventeenth Supplemental Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Seventeenth Supplemental Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof.

(c) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Seventeenth Supplemental Indenture by giving at least 60 days' written notice to the City and the Trustee, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed as provided herein. Any Paying Agent appointed by the City may be removed at any time by an instrument signed by the Chief Financial Officer and filed with such Paying Agent and the Trustee. The Trustee may at any time terminate the agency of any Paying Agent appointed by it by giving written notice of such termination to such Paying Agent and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Paying Agent shall cease to be eligible under this Section, the Trustee shall promptly appoint a successor Paying Agent shall give written notice of such appointment to the City and shall mail notice of such appointment to all Owners of Series 2026A Bonds. Any successor Paying Agent shall be appointed by the City and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association; having capital stock and surplus aggregating at least $15,000,000, or shall be a wholly-owned subsidiary of such an entity, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Seventeenth Supplemental Indenture.

(d) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Bonds.

## ARTICLE IX

## SUPPLEMENTAL INDENTURES

**Section 9.01. Supplemental Indentures.** This Seventeenth Supplemental Indenture may be supplemented and amended in the manner set forth in Articles V and VI, respectively, of the Amended and Restated Second Lien Bonds Master Indenture.

Additionally, this Seventeenth Supplemental Indenture may, without the consent of, or notice to, any of the Bondholders, be supplemented and amended, in such manner as shall not be inconsistent with the terms and provisions of this Seventeenth Supplemental Indenture or the Amended and Restated Second Lien Bonds Master Indenture, for any one or more of the following purposes:

(a) to provide for certificated Series 2026A Bonds; and

(b) to secure or maintain ratings from any Rating Agency in the highest long-term debt rating category of such Rating Agency which are available for the Series 2026A Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on such Series 2026A Bonds as provided in the Indenture or otherwise adversely affect the Registered Owners of such Series 2026A Bonds under the Indenture.

## ARTICLE X

## MISCELLANEOUS

**Section 10.01. Seventeenth Supplemental Indenture as Part of Indenture.** This Seventeenth Supplemental Indenture shall be construed in connection with, and as a part of, the Amended and Restated Second Lien Bonds Master Indenture, and all terms, conditions and covenants contained in the Amended and Restated Second Lien Bonds Master Indenture, except as provided in the Amended and Restated Second Lien Bonds Master Indenture or as modified or supplemented in this Seventeenth Supplemental Indenture and shall apply and be deemed to be for the equal benefit, security and protection of the Bondholders.

**Section 10.02. Severability.** If any provision of this Seventeenth Supplemental Indenture shall be held or deemed to be, or shall, in fact, be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Seventeenth Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 10.03. Payments Due on Saturdays, Sundays and Holidays.** If the date for making any payment, or the last date for the performance of any act or the exercise of any right, as provided in this Seventeenth Supplemental Indenture, shall not be a Business Day, such payment may be made, act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Seventeenth Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

**Section 10.04. Counterparts**. This Seventeenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.05. Rules of Interpretation**. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed.

**Section 10.06. Captions**. The captions and headings in this Seventeenth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Seventeenth Supplemental Indenture.

**IN WITNESS WHEREOF**, City has caused these presents to be executed in its name and with its official seal affixed with this Seventeenth Supplemental Indenture and attested by its duly authorized officials; and to evidence its acceptance of the trusts created by this Seventeenth Supplemental Indenture, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed with this Seventeenth Supplemental Indenture and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By:_____
City Comptroller

[SEAL]

Attest:

By: _____
City Clerk

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**
as Trustee

By:_____
Authorized Signatory

[SEAL]

Attest:

By: _____
Authorized Signatory

(Sub)Exhibit "A" referred to in this Seventeenth Supplemental Indenture Securing Water Revenue Bonds, Project and Refunding Series 2026A reads as follows:

*(Sub)Exhibit "A".*
(To Seventeenth Supplemental Indenture Securing Water Revenue Bonds, Project And Refunding Series 2026A)

*Form Of Series 2026A Bond.*

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**CITY OF CHICAGO**

**WATER REVENUE BONDS,**

**PROJECT AND REFUNDING SERIES 2026A**

Number R-__ $_____

| MATURITY DATE | INTEREST RATE | ORIGINAL ISSUE DATE | CUSIP |
|---|---|---|---|
| November 1, 20__ | _____% | May __, 2026 | 167736___ |

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: Dollars

The City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources provided below) to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above upon presentation and surrender of this Series 2026A Bond, the Principal Amount specified above, and to pay (but only out of the sources provided below) interest on the balance of said Principal Amount from time to time remaining unpaid from and including the Original Issue Date specified above, or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for, until payment of said Principal Amount has been made or duly provided for. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Indenture (as defined below).

The Series 2026A Bonds are limited obligations 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 provision or limitation as to indebtedness. The Series 2026A Bonds do not have a claim for payment from any taxes of the City. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal of the Series 2026A Bonds, or the interest or any premium on the Series 2026A Bonds. The Series 2026A Bonds are payable solely from the Trust Estate pledged to such payment under the Master Indenture and certain other monies held by or on behalf of the Trustee.

The principal of and premium, if any, on this Series 2026A Bond shall be payable at the designated corporate trust office of the Trustee or upon presentation and surrender of this Series 2026A Bond.

Interest on this Series 2026A Bond shall be paid by check mailed on the Interest Payment Date to the person appearing on the Bond Register as the Registered Owner of this Series 2026A Bond as of the close of business of the Trustee on the Record Date at the address of such Registered Owners as it appears on the Bond Register or at such other address as is furnished to the Trustee in writing by such Registered Owner not later than the Record Date. Payment of interest on this Series 2026A Bond shall be made to a Registered Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Series 2026A Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Registered Owner on such Interest Payment Date upon written notice from such Registered Owner containing the wire transfer address within the United States to which such Registered Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date.

Interest accrued on this Series 2026A Bond shall be paid in arrears on each Interest Payment Date. Interest on this Series 2026A Bond shall be computed upon the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

*General.* This Series 2026A Bond is one of an authorized series of bonds limited in aggregate principal amount to $300,200,000 (the "Series 2026A Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under an Amended and Restated Master Indenture of Trust, dated as of May 1, 2023, as heretofore supplemented (the "Master Indenture"), and as supplemented by a Seventeenth Supplemental Indenture, dated as of May 1, 2026 (the "Seventeenth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), from the City to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), for any one or more of the purposes of (1) paying the Project Costs, (2) currently refunding all or a portion of the Redeemed Bonds, (3) refunding all or a portion of the Redeemed Bonds pursuant to a forward delivery arrangement, (4) purchasing all or a portion of the Tendered Bonds pursuant to an invitation to tender, (5) paying Costs of Issuance of the Series 2026A Bonds, (6) paying the costs of acquiring a Qualified Reserve Account Credit Instrument for the Series 2026A Bonds or making a deposit to the Series 2026A Bonds Subaccount in the amount required by this Seventeenth Supplemental Indenture and (7) providing for any discount on the Series 2026A Bonds. The Series 2026A Bonds and the interest on them are payable from Net Revenues and amounts on deposit in the accounts of the Water Fund except for amounts on deposit in the Senior Lien Rebate Accounts, the Subordinate Lien Obligations Account, the Commercial Paper Account and the Line of Credit Notes Account and certain other monies held by or on behalf of the Trustee and from any other monies held by the Trustee under the Indenture for such purpose.

As provided in the Master Indenture, additional bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided

in the Indenture. The aggregate principal amount of bonds that may be issued pursuant to the Master Indenture is not limited, except as provided in the Indenture and ordinances authorizing those additional bonds, and all bonds issued and to be issued pursuant to the Master Indenture, including the Series 2026A Bonds, are and will be equally secured by the pledges and covenants made in the Series 2026A Bonds, except as otherwise provided or permitted in the Indenture.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements to it and modifications and amendments of it is made for a description of the pledge and covenants securing the Series 2026A Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Registered Owners of the Series 2026A Bonds and the limitations on such rights and remedies.

The Series 2026A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as provided in the Seventeenth Supplemental Indenture.

*Limited Obligation.* The Series 2026A Bonds are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Seventeenth Supplemental Indenture. The Series 2026A Bonds are limited obligations of the City payable solely from the Trust Estate pledged therefor under the Indenture.

No recourse shall be had for the payment of the principal of premium, if any, or interest on any of the Series 2026A Bonds or for any claim based on the Series 2026A Bonds or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Seventeenth Supplemental Indenture and the issuance of any of the Series 2026A Bonds.

*Registration.* This Series 2026A Bond is transferable by the Registered Owner of this Series 2026A Bond in person or by such Registered Owner's attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

*Defeasance.* Provision for payment of all or any portion of the Series 2026A Bonds may be made, and the Indenture may be discharged, prior to payment of the Series 2026A Bonds in the manner provided in the Master Indenture.

*Miscellaneous.* The Registered Owner of this Series 2026A Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants of the Indenture, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect to the Indenture, except as provided in the Indenture.

IT IS CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2026A Bond have been performed in due time, form and manner as required by law, and that the issuance of this Series 2026A Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Series 2026A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Series 2026A 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 on this Series 2026A Bond and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By: _____
Mayor

Attest:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2026A Bond is one of the Series 2026A Bonds described in the within-mentioned Indenture.

Authentication Date: _____

The Bank of New York Mellon Trust Company, N.A., as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

_____
(State)

Additional abbreviations may also be used, though not in the above list.

For value received, the undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

this Series 2026A Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____, attorney to transfer said Series 2026A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature: _____
Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of this Series 2026A Bond in every particular, without alteration or enlargement or any change whatsoever.

*Exhibit "B".*
(To Ordinance)

*Form Of Amendatory Supplemental Ordinance.*

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**CITY OF CHICAGO**

**to**

**The Bank of New York Mellon Trust Company, N.A.,**
**as Trustee**

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**SIXTEENTH SUPPLEMENTAL INDENTURE**

**AMENDING AND RESTATING**

**AMENDED AND RESTATED MASTER INDENTURE OF TRUST**
**SECURING CITY OF CHICAGO**
**SECOND LIEN WATER REVENUE BONDS**

---

**Dated as of May 1, 2026**

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Supplementing an Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds, dated as of May 1, 2023, from the City of Chicago to The Bank of New York Mellon Trust Company, N.A.

**THIS SIXTEENTH SUPPLEMENTAL INDENTURE** (this *"Sixteenth Supplemental Indenture"*) is made and entered into as of May 1, 2026 from 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, to The Bank of New York Mellon Trust Company, N.A., as Trustee (the *"Trustee"*), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in this Sixteenth Supplemental Indenture under and by virtue of the laws of the United States of America, as Trustee.

**W I T N E S S E T H:**

**WHEREAS**, 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, and is a "home rule unit" of local government under Section 6(a) of Article VII of the 1970 Constitution; and

**WHEREAS**, the City has constructed and is maintaining and operating the Water System (as defined in the Prior Bond Ordinances described below) to meet the needs of the City's inhabitants and other users of the Water System; and

**WHEREAS**, the Water System is operated under the supervision and control of the Department of Water Management of the City; and

**WHEREAS**, to finance capital expenditures of the Water System, the City has previously issued and has outstanding: (i) pursuant to an ordinance passed by the City Council on November 17, 1999 (the "*Series 2000 Bond Ordinance*") its Second Lien Water Revenue Bonds, Series 2000 (the "*Series 2000 Second Lien Bonds*"), (ii) pursuant to an ordinance passed by the City Council on October 31, 2001 (the "Series *2001 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2001 (the "*Series 2001 Second Lien Bonds*"), (iii) pursuant to an ordinance passed by the City Council on May 26, 2004 (the "*Series 2004 Bond Ordinance*"), as amended by an ordinance passed by the City Council on March 14, 2012 and as further amended by an ordinance passed by the City Council on May 9, 2012 (collectively the "*Series 2012 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2004 (the "*Series 2004 Second Lien Bonds*"), (iv) pursuant to an ordinance passed by the City Council on September 8, 2010 (the "*Series 2010 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project and Refunding Series 2010A, Second Lien Water Revenue Bonds, Taxable Project Series 2010B (Build America Bonds — Direct Payment) and Second Lien Water Revenue Bonds, Taxable Project Series 2010C (Qualified Energy Conservation Bonds — Direct Payment) (collectively, the "*Series 2010 Second Lien Bonds*"), (v) pursuant to the Series 2012 Bond Ordinance its Second Lien Water Revenue Bonds, Project Series 2012 (the "*Series 2012 Second Lien Bonds*"), (vi) pursuant to an ordinance passed by the City Council on April 30, 2014 (the "*Series 2014 Bond Ordinance*") its Second Lien Water Revenue Project and Refunding Bonds, Series 2014 (the "*Series 2014 Second Lien Bonds*"), (vii) pursuant to an ordinance passed by the City Council on March 16, 2016 (the "*Series 2016 Bond Ordinance*") its Second Lien Water Revenue Bonds, Series 2016A-1 (the *"Series 2016A Second Lien Bonds"*), (viii) pursuant to an ordinance passed by the City Council on January 13, 2016 (the "*Series 2017 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2017 (the "*Series 2017 Second Lien Bonds*"), (ix) pursuant to an ordinance passed by the City Council on November 8,

2017 (the "*Series 2018 Bond Ordinance*") its Second Lien Water Revenue Refunding Bonds, Series 2017-2 (the "*Series 2017-2 Second Lien Bonds*"), (x) pursuant to an ordinance passed by the City Council on June 27, 2018, as amended by an ordinance passed by the City Council on October 27, 2021 and as further amended by an ordinance passed by the City Council on November 7, 2022 (as amended, the "*Series 2018-1 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project Series 2023A (the "*Series 2023A Second Lien Bonds*") and its Second Lien Water Revenue Bonds, Refunding Series 2023B (the "*Series 2023B Second Lien Bonds*"), (xi) pursuant to an ordinance passed by the City Council on November 7, 2022, as amended by an ordinance passed by the City Council on October 4, 2023 (as amended, the "*Series 2022 Bond Ordinance*") its Second Lien Water Revenue Bonds, Project Series 2023C Taxable (the "*Series 2023C Second Lien Bonds*") and (xii) pursuant to an ordinance passed by the City Council on June 12, 2024 (the "*Series 2024A Bond Ordinance*" and, together with the Series 2000 Bond Ordinance, the Series 2001 Bond Ordinance, the Series 2004 Bond Ordinance, the Series 2010 Bond Ordinance, the Series 2012 Bond Ordinance, the Series 2014 Bond Ordinance, the Series 2016 Bond Ordinance, the Series 2017 Bond Ordinance, the Series 2018 Bond Ordinance, the Series 2018-1 Bond Ordinance and the Series 2022 Bond Ordinance, the "*Prior Bond Ordinances*") its Second Lien Water Revenue Bonds, Refunding Series 2024A (the "*Series 2024A Second Lien Bonds*" and, together with the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2004 Second Lien Bonds, the Series 2010 Second Lien Bonds, the Series 2012 Second Lien Bonds, the Series 2014 Second Lien Bonds, the Series 2016A Second Lien Bonds, the Series 2017 Second Lien Bonds, the Series 2017-2 Second Lien bonds, the Series 2023A Second Lien Bonds, the Series 2023B Second Lien Bonds and the Series 2023C Second Lien Bonds, the "*Prior Second Lien Bonds*"); and

**WHEREAS**, the Prior Second Lien Bonds were also issued pursuant to an Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds, dated as of May 1, 2023, as heretofore supplemented (said Amended and Restated Master Indenture as heretofore supplemented, the "*Original Indenture*"), between the City and the Trustee, which authorizes the issuance and sale of obligations payable on an equal and ratable basis with the Prior Second Lien Bonds (the "*Second Lien Parity Bonds*"; the Prior Second Lien Bonds and the Second Lien Parity Bonds are referred to as the "Second Lien Bonds") in one or more series pursuant to one or more Supplemental Indentures (as defined in the Original Indenture); and

**WHEREAS**, Sections 6.02 and 6.03 of the Original Indenture provide that if authorized by an ordinance of the City Council, the City may enter into a Supplemental Indenture to modify or amend the Original Indenture, with such modification or amendment becoming effective with the written consent, given as provided in Section 6.03 of the Original Indenture, of (i) the owners of a majority in aggregate principal amount of the Second Lien Bonds Outstanding at the time such consent is given, (ii) the party to whom any Section 2.08 Obligations (as defined in the Original Indenture) affected by such modification or amendment are payable and (iii) any Hedge Counterparty (as defined in the Original Indenture) affected by such modification or amendment; provided that no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Second Lien Bond or of any installment of interest on such Second Lien Bonds or a reduction in the principal amount or the Redemption Price of such Second Lien Bonds or a reduction in the rate of interest on such Second Lien Bonds, or in terms of purchase or the purchase price of such Second Lien Bonds,

without the consent of the owner of such Second Lien Bond, or shall reduce the percentages or otherwise affect the classes of Second Lien Bonds, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or the Paying Agent without its written assent to such modification or amendment; and

**WHEREAS**, provisions in each of the Prior Bond Ordinances provide that the City may amend or modify each of the Prior Bond Ordinances in accordance with the Original Indenture; and

**WHEREAS**, the City has determined that it is advisable and in the best interests of the City to amend and restate the Original Indenture and amend certain provisions of each of the Prior Second Lien Bonds Ordinances to amend the definition of Water System to include that portion of each water service line no greater than 2 inches in diameter that runs from the shut-off valve to a point where there the water service line connects to the internal plumbing system inside a property; and

**WHEREAS**, No holder of any Section 2.08 Obligations or Hedge Counterparty will be affected by such amendment; and

**WHEREAS**, the form of the Amended and Restated Indenture (as defined herein) amending and restating the Original Indenture is attached to this Sixteenth Supplemental Indenture as *Exhibit A*; and

**WHEREAS**, the execution and delivery of this Sixteenth Supplemental Indenture and the Amended and Restated Indenture have been duly and validly authorized by an ordinance duly adopted by the City Council on April 15, 2026.

**NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:**

## ARTICLE I

## DEFINITIONS

**Section 1.01. Definitions.** All capitalized terms used in this Sixteenth Supplemental Indenture unless otherwise defined shall have the same meaning as used in Article I of the Original Indenture. In addition to the terms defined in the preambles of this Sixteenth Supplemental Indenture, the following words and phrases shall have the following meanings for purposes of this Sixteenth Supplemental Indenture:

*"Amended and Restated Indenture"* means the Amended and Restated Master Indenture of Trust Securing City of Chicago Second Lien Water Revenue Bonds, dated as of May 1, 2026, between the City and the Trustee.

*"Effective Date"* means the date on which the last of all of the following have occurred:

(i) the Amended and Restated Indenture has been executed by the City and the Trustee;

(ii) the Trustee has received the written consents of the Owners of a majority in aggregate principal amount of Outstanding Second Lien Bonds to the amendment and restatement of the Original Indenture by the Amended and Restated Indenture;

(iii) the Trustee has received a Counsel's Opinion stating that this Sixteenth Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of the Original Indenture, is authorized or permitted under the Original Indenture and is valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as provided in the Original Indenture; and

(iv) the expiration of 40 days after the filing with the Trustee of proof of mailing of notice to the Owners of the Outstanding Second Lien Bonds of the receipt by the Trustee of the written consents of the Owners of a majority in aggregate principal amount of Outstanding Second Lien Bonds to the amendment and restatement of the Original Indenture by the Amended and Restated Indenture (no holder of any Section 2.08 Obligations or Hedge Counterparty being affected by such amendment and restatement).

## ARTICLE II

## AMENDMENT AND RESTATEMENT OF ORIGINAL INDENTURE; AMENDMENT OF PRIOR BOND ORDINANCES

As of the Effective Date, the Amended and Restated Indenture shall amend, restate and replace the Original Indenture in its entirety, the Original Indenture shall be of no further force or effect, all references in the Original Indenture and the Prior Bond Ordinances to the Original Indenture shall be deemed to refer to the Amended and Restated Indenture and, in case of any conflict between the provisions of the Original Indenture and the Amended and Restated Indenture, the provisions of the Amended and Restated Indenture shall control. Further, as of the Effective Date, definitions set forth in the Amended and Restated Indenture shall replace the identical definitions in each of the Prior Bond Ordinances (and shall be deemed incorporated into each of the Prior Bond Ordinances) and, in case of any conflict between the provisions of the Prior Bond Ordinances and the Amended and Restated Indenture, the provisions of the Amended and Restated Indenture shall control.

## ARTICLE III

## MISCELLANEOUS

**Section 3.01. Sixteenth Supplemental Indenture as Part of Original Indenture.** This Sixteenth Supplemental Indenture shall be construed in connection with, and as a part of, the Original Indenture, and all terms, conditions and covenants contained in the Original Indenture, except as provided in the Original Indenture or as modified or supplemented in this

Sixteenth Supplemental Indenture shall apply and be deemed to be for the equal benefit, security and protection of the Bondholders.

**Section 3.02. Severability**. If any provision of this Sixteenth Supplemental Indenture shall be held or deemed to be, or shall, in fact, be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Sixteenth Supplemental Indenture or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 3.03. Counterparts**. This Sixteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3.04. Rules of Interpretation**. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed.

**Section 3.05. Captions**. The captions and headings in this Sixteenth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Twelfth Supplemental Indenture.

**IN WITNESS WHEREOF**, City has caused these presents to be executed in its name and with its official seal affixed with this Sixteenth Supplemental Indenture and attested by its duly authorized officials; and to evidence its acceptance of the trusts created by this Sixteenth Supplemental Indenture, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal affixed with this Sixteenth Supplemental Indenture and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By: _____
City Comptroller

[SEAL]

Attest:

By: _____
City Clerk

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as Trustee

By: _____
Authorized Signatory

[SEAL]

Attest:

By: _____
Authorized Signatory

ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO LATHROP PRESERVATION IC, L.P. FOR LEASE AND REDEVELOPMENT OF FACILITIES AT 2600 -- 2618, 2601 -- 2631, 2628 -- 2662, 2664 -- 2704, 2633 -- 2667, 2740 AND 2750 -- 2768 N. HOYNE AVE. AND 2731 -- 2759 N. LEAVITT ST.

[SO2026-0024082]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the issuance of Multi-Family Housing Revenue Bonds and other financial assistance to Lathrop Preservation IC L.P. for the Lathrop housing redevelopment project located at 2600 -- 2618, 2601 -- 2631, 2628 -- 2662, 2664 -- 2704, 2633 -- 2667, 2740 and 2750 -- 2768 North Hoyne Avenue and 2731 -- 2759 North Leavitt Street and structural rehabilitation of the property located at 2567 North Hoyne Avenue (32nd Ward) (SO2026-0024082), in an amount not to exceed: $40,000,000 TIF and $100,000,000 Multi-Family Revenue Bonds, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution (the "Constitution") of the State of Illinois (the "State"), the City of Chicago (the "City") is a home rule unit of government and, as such, may exercise any power and perform any function pertaining to its government and affairs; 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, As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of affordable multi-family housing facilities for low- and moderate-income individuals and families located in the City; and

WHEREAS, Lathrop Preservation Phase IC L.P., an Illinois limited partnership (the "Borrower") has proposed the following, which shall hereinafter be known as the "Project", construction of a mixed-income, rental development, comprising the renovation of seven (7) existing buildings that will result in 250 residential rental units, the demolition of three (3) existing buildings and the construction of one (1) new construction building that will generate 59 additional residential rental units, the construction of two (2) parking lots containing 101 parking spaces for the residents of all phases of the Lathrop housing redevelopment project (the "Parking Lots"), and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600 -- 2618, 2601 -- 2631, 2628 -- 2662, 2664 -- 2704, 2633 -- 2667, 2740 and 2750 -- 2768 North Hoyne Avenue and 2731 -- 2759 North Leavitt Street (all of the foregoing shall be known as the "Property"); and

WHEREAS, The construction of the Parking Lots is not anticipated to be funded with proceeds of the Bonds (as hereinafter defined), but portions of the costs of construction thereof may be funded with City TIF Funds (as hereinafter defined). The Parking Lots or the certain parking spaces located therein may not be included in the Leasehold Estate (as hereinafter defined) and, after construction completion, such Parking Lots or parking spaces therein may be eliminated or repurposed in accordance with the City's applicable planned development for the Property; and

WHEREAS, The development also includes the structural rehabilitation of a powerhouse located generally at 2567 North Hoyne Avenue to create a space to be built out by a future commercial tenant (i.e., grey box space) (the "Commercial Property"), which will not be funded with the proceeds of the Bonds (as hereinafter defined) or City TIF Funds (as hereinafter defined) and is not a part of the Project; and

WHEREAS, The Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, as amended (310 ILCS 10/1, et seq.) ("CHA") owns the land and existing buildings where the Project will be constructed; and

WHEREAS, CHA intends to donate a long-term ground lease conveying a leasehold interest in the Property, excluding the Parking Lots or certain parking spaces located therein, to the CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"), and CHA CSC intends to immediately assign such leasehold interest to the Borrower (the "Leasehold Estate"), who will develop the Project on the Leasehold Estate; and

WHEREAS, The Borrower desires to obtain multi-family housing financing from the City for the purpose of financing the renovations, construction and equipping of the Project, and to pay a portion of the costs of issuance of the Bonds (as defined herein) and other costs incurred in connection therewith; and

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance on October 30, 2024 and published at pages 19335 -- 19337 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, preliminarily approving the Project and evidencing the City's intent to issue multi-family housing revenue bonds, notes or other indebtedness in order to provide financing for costs associated with the Project; and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to issue conduit revenue bonds for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multifamily Housing Revenue Bonds (Lathrop IC), Series 2026 (the "Bonds"); and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide the Bonds to the Borrower, to pay a portion of the costs of renovating, constructing and equipping the Project, by issuing the Bonds and using the proceeds of the sale thereof to make a conduit loan to the Borrower to finance a portion of the costs of the Project pursuant to a certain loan agreement (the "Loan Agreement") upon the terms and conditions of a promissory note to be issued by the Borrower (the "Borrower Note"); and

WHEREAS, To provide construction financing for the Project, Bank of America, N.A. (the "Construction Lender") will make a construction loan (the "Construction Loan") to the Borrower in the original maximum principal amount of $100,000,000 the proceeds of which shall be used to finance a portion of the costs of constructing, renovating and equipping of the Project and to serve as cash collateral for the Bonds as described below; and

WHEREAS, As construction costs are incurred, moneys held by the Trustee (as hereinafter defined) under the Indenture (as hereinafter defined) in the Project Fund created under the Indenture will be used to pay costs of the Project and the Construction Lender will cause a like amount of the Construction Loan and/or other funds available to the Borrower to be disbursed to the Trustee to fund the Collateral Fund under the Indenture as security for the Bonds; and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City that the Bonds be subject to mandatory tender on a date certain as set forth in the Indenture and the tender price of the Bonds will be funded by a funding loan (the "Funding Loan") made by Citibank, N.A. or another lender selected by the Borrower and acceptable to the Authorized DOH Officer (as defined herein) (the "Funding Lender") to the City; and

WHEREAS, When the tender price of the Bonds is paid, the Bonds will be exchanged for a governmental lender note (the "Governmental Lender Note") evidencing the Funding Loan and issued by the City pursuant to a Funding Loan Agreement (the "Funding Loan Agreement") to be entered into by the City and the Funding Lender at such time; and

WHEREAS, The Funding Loan will be repaid by a conduit loan made by the City to the Borrower pursuant to a Borrower Loan Agreement (the "Borrower Loan Agreement") to be entered into by the City and the Borrower at the time of issuance of the Governmental Lender Note; and

WHEREAS, The amounts payable by the Borrower under the Borrower Loan Agreement will be made pursuant to a promissory note (the "Borrower Loan Note") made by the Borrower to the City and assigned by the City to the Funding Lender; and

WHEREAS, Simultaneously with the issuance of the Governmental Lender Note and the making of the Funding Loan, the date on which this occurs shall be hereinafter referred to as the "Conversion Date", the Construction Loan will be repaid from the Collateral Fund created under the Indenture, other moneys held under the Indenture, and/or other amounts available to the Borrower and, thereafter, the Indenture and the Loan Agreement will be terminated and the Funding Loan Agreement and the Borrower Loan Agreement will be in full force and effect; and

WHEREAS, At the time of the issuance of the Bonds, the substantially final forms of the Funding Loan Agreement and the Borrower Loan Agreement will be exhibits to the Indenture; and

WHEREAS, In connection with the Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into: (i) a Trust Indenture (the "Indenture") between the City and Zions Bancorporation, National Association, as trustee (the "Trustee"), providing for the security for and terms and conditions of the Bonds to be issued and also containing the forms of the Funding Loan Agreement and the Borrower Loan Agreement as exhibits thereto; (ii) the Loan Agreement and the Borrower Note to be issued thereunder; (iii) a Bond Purchase Agreement among the City, the Borrower and Stifel, Nicolaus & Company (the "Underwriter") for the Bonds, or, alternatively, another sale agreement among the City, the Borrower and one or more purchasers of the Bonds (in either case, a "Bond Purchase Agreement") providing for the sale of the Bonds and the preparation and circulation, if necessary, of a preliminary official statement for the Bonds or, alternatively, another type of disclosure document prepared in

connection with the offer and sale of the Bonds (in either case, a "Preliminary Official Statement") and a final official statement or alternative disclosure document prepared in connection with the offer and sale of the Bonds (the "Official Statement"); (iv) a Certificate of the City regarding arbitrage/or a similar tax certificate (the "City Tax Certificate") to be executed and delivered by the City and the Borrower; and (v) a Tax Regulatory Agreement among the City, the Trustee and the Borrower (the "Tax Regulatory Agreement"); and

WHEREAS, The principal and interest on the Bonds will be secured by the Trust Estate pledged under the Indenture, including, among other funds and accounts, amounts held under the Collateral Fund, which, in the aggregate, do not exceed the amount set forth in the Indenture; and

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

WHEREAS, There has been presented to this meeting of the City Council forms of the following documents in connection with the partial financing of the Project:

a) the form of Indenture, which includes a form of the Bonds to be issued by the City (attached as Exhibit B hereto), the form of the Funding Loan Agreement (attached as Appendix C thereto) and the form of the Borrower Loan Agreement (attached as Appendix D thereto); and

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

c) the form of Tax Regulatory Agreement (attached as Exhibit D hereto).

WHEREAS, It is intended that the interest on the Bonds and the Governmental Lender Note will be excluded from gross income for federal income tax purposes; and

WHEREAS, Pursuant to ordinances the City Council adopted on October 5, 2016 and published in the *Journal* for such date at pages 32905 to 32989 (as amended, the "Diversey/Chicago TIF Ordinances"), and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council: (i) approved a redevelopment plan and project (the "Diversey/Chicago Plan") for a portion of the City known as the "Diversey/Chicago River Redevelopment Project Area" (the "Diversey/Chicago Area"); (ii) designated the Diversey/Chicago Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Diversey/Chicago Area; and

WHEREAS, Ad valorem taxes which, pursuant to Section 5/11-74.4-8(b) of the Act are allocated to and when collected are paid to the City Treasurer for deposit by the City Treasurer into a redevelopment project area special tax allocation fund established to pay redevelopment project costs (as defined in the Act) and obligations incurred in the payment thereof are known generally as the "Increment", and Increment from the Diversey/Chicago Area shall be known herein as "Diversey/Chicago Increment"; and

WHEREAS, The Project is consistent with the goals and objectives of the Diversey/Chicago Plan; and

WHEREAS, The Borrower has proposed to undertake the Project pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Borrower and the City to be financed in part by a portion of Diversey/Chicago Increment for the purpose of wholly or partially funding certain costs of the Project; and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on May 9, 2007, which were published in the *Journal* for such date at pages 104322 to 104433, to accomplish the following: approve and adopt a tax increment financing redevelopment project and plan for the Addison South Redevelopment Project Area; designate the Addison South Redevelopment Project Area as a tax increment financing district; and adopt tax increment financing for the Addison South Redevelopment Project Area (the aforesaid ordinances, as amended, are collectively referred to herein as the "Addison South TIF Ordinances", the redevelopment plan approved by the Addison South Ordinances is referred to herein as the "Addison South Plan", the redevelopment project area created by the Addison South TIF Ordinances is referred to herein as the "Addison South Area", and the Increment collected from the Addison South Area shall be known as the "Addison South Increment"); and

WHEREAS, Pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, The Diversey/Chicago Area is either contiguous to or is separated only by a public right-of-way from the Addison South Area; and

WHEREAS, The Addison South Plan permits the exercise of Transfer Rights with respect to the Addison South Increment and the Diversey/Chicago Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act, the Diversey/Chicago Plan and the Addison South Plan to allocate and use a portion of the Addison South Increment as part of and not in addition to the City Funds (as hereinafter defined); and

WHEREAS, The Project is necessary for the redevelopment of the Diversey/Chicago Area; and

WHEREAS, Pursuant to Resolution 24-CDC-42 adopted by the Community Development Commission of the City (the "Commission") on November 12, 2024, the Commission has recommended that the Borrower be designated as the developer for the Project and that Department of Planning and Development (the "DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower for the Project; and

WHEREAS, The Borrower and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike" and collectively with the Borrower, the "Developer") will be obligated to undertake the Project in accordance with the Diversey/Chicago Plan and the terms and conditions of a proposed redevelopment agreement (the "Redevelopment Agreement") to be executed by the Developer and the City, with the Project to be financed in part by Diversey/Chicago Increment deposited from time to time in the TIF Fund (as hereinafter defined); now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this ordinance are hereby incorporated into this ordinance by this reference. All capitalized terms used in this ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Indenture and Funding Loan Agreement.

SECTION 2. Findings And Determinations. The City Council hereby grants authority to the Chief Financial Officer of the City (the "Chief Financial Officer") or the City Comptroller each such officer being referred to herein as the ("Authorized Officer") to determine to sell the Bonds and establish the final terms of the Loan Agreement, the Borrower Note, the Funding Loan, the Funding Loan Agreement, the Governmental Lender Note, the Borrower Loan Agreement, and the related Borrower Loan Note on such terms as and to the extent such officer determines that such sale or sales is desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by the Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this ordinance unless and until revoked, such revocation to be signed in writing by the Authorized Officer and filed with the City Clerk.

SECTION 3. Authorization Of Bonds. Upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the issuance of the Bonds in an aggregate principal amount of not to exceed One Hundred Million Dollars ($100,000,000) is hereby authorized. Upon the time of the tender of the Bonds and the payment of the tender price thereof, the Bonds will be exchanged for the Governmental Lender Note which will be delivered to the Funding Lender in the same principal amount of the Bonds then exchanged. The Bonds and the Governmental Lender Note are sometimes referred to collectively herein as the "Tax-Exempt Obligations".

The Tax-Exempt Obligations shall contain a provision that they are issued under authority of this ordinance. The Tax-Exempt Obligations shall not mature later than

thirty-six (36) years after the date of issuance of the Bonds. The Tax-Exempt Obligations shall bear interest at a rate or rates not to exceed twelve percent (12%), payable on the interest payment dates as set forth in the Indenture. The Bonds shall be dated, shall be subject to redemption or tender prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Indenture and the form of the Bonds therein. The Governmental Lender Note will be dated its date of delivery.

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

The Authorized Officer is hereby authorized to execute and deliver the Indenture on behalf of the City, such Indenture to be in substantially the form attached hereto as Exhibit B, and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Indenture attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Loan Agreement on behalf of the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit C and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Loan Agreement attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Funding Loan Agreement on behalf of the City, such Funding Loan Agreement to be in substantially the form attached to the Indenture as Appendix C thereto and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Funding Loan Agreement attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Governmental Lender Note, as set forth in the Funding Loan Agreement and the form of the Governmental Lender Note therein.

The Authorized Officer is hereby authorized to execute and deliver the Borrower Loan Agreement on behalf of the City, such Borrower Loan Agreement to be in substantially the form attached to the Indenture as Appendix D thereto and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Loan Agreement attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the City Tax Certificate on behalf of the City, in substantially the form of arbitrage certificates or tax regulatory agreements used in previous issuances of tax-exempt bonds pursuant to programs similar to the Tax-Exempt Obligations, with appropriate revisions to reflect the terms and provisions of the Bonds and the Governmental Lender Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the excludability from gross income for federal income tax purposes of interest on the Bonds.

The Authorized Officer is hereby authorized to execute and deliver the Tax Regulatory Agreement on behalf of the City in connection with the issuance of the Bonds, such Tax Regulatory Agreement to be in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Tax Regulatory Agreement attached to this ordinance.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

SECTION 4. Security For The Tax-Exempt Obligations. The Tax-Exempt Obligations shall be special limited obligations of the City, payable solely from: (i) with respect to the Bonds, all right, title and interest of the City in and to all revenues, derived or to be derived by the City under the terms of the Indenture and the Loan Agreement (other than certain reserved rights of the City) while the Tax-Exempt Obligations are outstanding; (ii) with respect to the Bonds and the Governmental Lender Note, to the extent any unspent proceeds are on deposit under the Funding Loan Agreement, the proceeds of the Bonds and the Governmental Lender Note, as the case may be, any income from the temporary investment thereof, as provided in the Indenture or the Funding Loan Agreement, as applicable; (iii) with respect to the Governmental Lender Note, all right, title and interest of the City in and to all revenues, derived or to be derived by the City under the terms of the Funding Loan Agreement and the Borrower Loan Agreement (other than certain reserved rights of the City) while the Governmental Lender Note is outstanding; and (iv) with respect to all Tax-Exempt Obligations, all funds, monies and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Tax-Exempt Obligations by the City or by anyone on its behalf. In order to secure the payment of the principal of, premium, if any, and interest on the Tax-Exempt Obligations, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Indenture or the

Funding Loan Agreement, as applicable, and are hereby appropriated for the purposes set forth in the Indenture and the Funding Loan Agreement. The Indenture and the Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the Tax-Exempt Obligations.

SECTION 5. A. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or upon the direction of the Underwriter, subject to the terms and conditions of the Bond Purchase Agreement, or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by the Authorized Officer subject to the terms and conditions of the Bond Purchase Agreement. The Authorized Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Bond Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors at a premium or discount, and with such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Bond Purchase Agreement by the Authorized Officer shall be deemed conclusive evidence of the Authorized Officer's approval of the terms provided in the Bond Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriter in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in the Bond Purchase Agreement and provided further that, if the Bonds are sold directly to institutional investors, the City may forgo the use of a Preliminary Official Statement or Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Authorized Officer. The compensation paid to the Underwriter in connection with the sale of the Bonds shall not exceed three quarters of one percent (0.75%) of the aggregate principal purchase price of the Bonds, exclusive of legal cost in connection therewith. In connection with the offer and delivery of the Bonds, the Authorized Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

B. Delivery Of The Governmental Lender Note Sale And Delivery. Subject to the terms and conditions of the Funding Loan Agreement with the approval of an Authorized Officer, the Governmental Lender Note shall be delivered to the Funding Lender, or such other funding lender as is approved by an Authorized Officer. The Funding Lender or such other successor funding lender shall hold the Funding Loan Agreement and the

Governmental Lender Note, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City, if required under the Funding Loan Agreement, the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed two percent (2%) of the aggregate principal amount of the Governmental Lender Note.

SECTION 6. Notification Of Sale And Funding Loan. Subsequent to the sale of the Bonds, the Authorized Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds, directed to the City Council setting forth: (i) the aggregate original principal amount of, sale price, maturity schedule, redemption provisions for and nature of the Bonds sold; (ii) the extent of any tender rights to be granted to the holder of the Bonds, including, without limitation, the right of the holder to tender the Bonds in exchange for one or more mortgage-backed securities held by the Trustee under the Indenture; (iii) the identity of the Trustee, the interest rates on the Bonds; (iv) the identity of any underwriter or institutional investors who purchase the Bonds directly from the City or through the Underwriter, and the compensation paid to the Underwriter in connection with such sale; *(vi) the interest rate or rates on the Borrower Note and/or a description of the method of determining the interest rate or rates applicable to the Borrower Note from time to time; and (vii) any other matter authorized by this ordinance to be determined by an Authorized Officer at the time of the sale of the Bonds. There shall be attached to such notification the final form of the Indenture (which Indenture shall include as exhibits thereto the substantially final forms of the Funding Loan Agreement and the Borrower Loan Agreement and specimens of the substantially final forms of the Bonds, the Governmental Lender Note, the Borrower Note and the Borrower Loan Note).

SECTION 7. Limited Obligations. The Tax-Exempt Obligations will be special, limited obligations of the City, payable by their respective terms as provided in the Indenture and the Funding Loan Agreement as the case may be. The Tax-Exempt Obligations and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State. The Tax-Exempt Obligations shall be payable solely from the funds pledged therefore pursuant to the terms of the Indenture and the Funding Loan Agreement, as applicable.

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* Editor's Note: (v) missing in Section 6 in original document.

SECTION 8. Use Of Proceeds. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture and used for the purposes set forth in the recitals of this ordinance. The proceeds from the Funding Loan as evidenced by the Governmental Lender Note shall be deposited as provided in the Funding Loan Agreement and used for the Project.

SECTION 9. Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to each of the Tax-Exempt Obligations, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this ordinance, the Funding Loan Agreement or the Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 10. Volume Cap. The Tax-Exempt Obligations are obligations that are taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 11. Public Hearing. The City Council directs that the Bonds shall not be issued unless and until the requirements of Section 147(f)(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Bonds shall be executed or undertaken prior to satisfaction of the requirements of Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. To the extent that the requirements of Section 147(f)(1) of the Code, including the public hearing, have occurred prior to the passage of this ordinance, this ordinance constitutes approval for purposes of Section 147(f) of the Code. The Authorized Officer is hereby authorized to prepare and publish notices, conduct hearings and take such other actions as are necessary to comply with the requirements of Section 147(f) of the Code. All such actions taken prior to the enactment of this ordinance are ratified and confirmed.

SECTION 12. Developer Designation. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 13 Authorization Of Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the City's Commissioner of Planning and Development or a designee or successor thereof (collectively, the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement between the Developer and the City in connection with payment of the eligible redevelopment project costs with the funds in the TIF Fund, substantially in the form attached hereto as Exhibit E and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 14. Payment Of Increment. The City Council hereby finds that the City is authorized to pay an aggregate amount not to exceed $40,000,000 ("City TIF Funds") to Developer, which includes up to $3,500,000 of Diversey/Chicago Increment and up to $36,500,000 of Addison South Increment upon exercise of the City's Transfer Rights, to the Developer to finance a portion of the eligible costs included within the Project. The proceeds of the City TIF Funds are hereby appropriated for the purposes set forth in this Section 14.

SECTION 15. Maintenance And Use Of TIF Fund. Pursuant to the Diversey/Chicago TIF Ordinances, the City has created the fund for the Diversey/Chicago Increment (the "TIF Fund"). The Authorized Officer (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the Diversey/Chicago TIF Ordinances, all Diversey/Chicago Increment received by the City shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement. The City is authorized to exercise its Transfer Rights and deposit $36,500,000 of Addison South Increment into the TIF Fund to be used to support the Project pursuant to the Redevelopment Agreement.

SECTION 16. Authorization Of Fees And Expenses. A. The following fees and expenses are hereby authorized in connection with the Tax-Exempt Obligations: (i) an Issuer Fee in an amount equal to 1.5 percent of the par amount of the Bonds, payable to the City on the date of issuance of the Bonds; (ii) a Bond Legal Reserve Fee in the amount of 0.1 percent of the par amount of the Bonds, payable to the City on the date of issuance of the

Bonds (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City); and (iii) a City Administrative Fee in an amount equal to 0.15 percent of the outstanding principal of the Tax-Exempt Obligations, accruing monthly but payable to the City on a semi-annual basis.

B. The Following Fees And Expenses Are Hereby Authorized In Connection With Project: (i) a Donations Tax Credit Reservation Fee equal to 3 percent of the reservation amount payable at closing; (ii) a Low-Income Housing Tax Credit Reservation Fee equal to 5 percent of the first full year's tax credit allocation payable upon acceptance of the credit reservation letter or tax-exempt bond agreement issued by the City's Department of Housing; and (iii) a Monitoring Fee in the amount of $25 per unit, paid annually, submitted with the annual owner's certification.

SECTION 17. Additional Authorization. The Mayor, each Authorized Officer, the City Treasurer, and, upon the approval and availability of the Additional Financing, the Commissioner of Housing or a designee thereof (the "Authorized DOH Officer"), and the Authorized DPD Officer are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements, including, without limitation, documents and agreements in connection with the Bonds, any documents necessary to evidence the receipt or assignment of any collateral for the Loan Agreement from the Borrower, and perform such other acts as may be necessary or desirable in connection with the Bonds, this ordinance, the Indenture, the Bonds, the Governmental Lender Note, the Loan Agreement, the Funding Loan Agreement, the Bond Purchase Agreement, the City Tax Certificate, the Tax Regulatory Agreement, or the Borrower Loan Agreement (the "City Agreements"), including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein, if any portion of the Additional Financing is not approved and available at such time as an Authorized Officer, but the Authorized DPD Officer and the Authorized DOH Officer otherwise deem it in the best interest of the City to execute the City Agreements, then such Authorized Officer, the Authorized DPD Officer and the Authorized DOH Officer may so execute the City Agreements (with such changes thereto as such Authorized Officer, the Authorized DPD Officer and the Authorized DOH Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

SECTION 18. Separability. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 19. Inconsistent Provisions. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 20. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Tax-Exempt Obligations or for any claim based on the Tax-Exempt Obligations or upon any obligation, covenant or agreement contained in this ordinance or the City Agreements against any past, present or future officer, member of the City Council or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the City Council, officer, employee, director or trustee as such is expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Tax-Exempt Obligations.

SECTION 21. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to render any agreement or instrument authorized hereby voidable at the option of the City or to impair the rights of the owners of the Tax-Exempt Obligations to receive payment of the principal of, premium, if any, or interest on the Tax-Exempt Obligations, or to impair the security for the Tax-Exempt Obligations; 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 under the Municipal Code.

SECTION 22. Affordable Housing. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code. Sections 2-44-080, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Project, the Property, or the Leasehold Estate.

SECTION 23. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Additional Financing.*

**BORROWER**: Lathrop Preservation Phase IC, LP, an Illinois limited partnership, with Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company (the "**General Partner**") (of which Related Lathrop LLC, an Illinois limited liability company, is the manager and a member, of which LR Development Company LLC d/b/a Related Midwest, a Delaware limited liability company, is the sole member), as the general partner, and the limited partners to be hereafter selected.

**PROJECT**: Acquisition of the Leasehold Estate, leasing, constructing, rehabilitating, developing, and equipping of low- and moderate- income residential facilities and related common facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne Avenue and 2731-2759 North Leavitt Street and containing approximately 309 residential rental apartments including approximately 63 apartments to be rented to households earning up to 30% of area median income, approximately 113 apartments to be rented to households earning up to 60% of area median income, approximately 72 apartments to be rented to households earning up to 80% of area median income, and approximately 61 market rate units, and two (2) parking lots containing approximately 101 parking spaces for the residents of all phases of the Lathrop housing redevelopment project (the "**Parking Lots**"). The Parking Lots will not be funded with Bond proceeds but portions of the cost of construction thereof may be funded by City TIF Funds

1. The proceeds of the Bonds, Funding Loan Note, and Governmental Lender Note (collectively, the "**Tax-Exempt** Obligations"), which will be loaned to the Borrower as described in the Ordinance.

2. City TIF Grant
   Amount: Not to exceed $40,000,000.
   Source: The City's tax increment financing funds from available Increment up to $3,500,000 from the Diversey/Chicago River Redevelopment Project Area and up to $36,500,000 from the Addison South Redevelopment Project Area pursuant to the Redevelopment Agreement.
   Security: Recapture Mortgage on the Leasehold Estate, exclusive of the Commercial Property (the "**City Mortgage**"), junior to the Senior Mortgages (as hereinafter defined) and the CHA Mortgage (as hereinafter defined); and/or such other security acceptable to the Authorized DOH Officer.

**ADDITIONAL FINANCING**:

3. Bank of America Construction
   Amount: $100,000,000, during the construction period, or such amount acceptable to the Authorized DOH Officer.
   Source: Bank of America, N.A., or such other source acceptable to the Authorized DOH Officer.

Term: 24 months during the construction period to be paid in full on the tender date of the Bonds from the Collateral Fund created under the Indenture, or such term acceptable to the Authorized DOH Officer.
Interest: One-month Secured Overnight Financing Rate ("**SOFR**") plus 260 basis points per annum or such other rate acceptable to the Authorized DOH Officer, or such other rate acceptable to the Authorized DOH Officer.
Security: A mortgage lien on the Leasehold Estate (the "**Senior Construction Mortgage**").

4. Senior Citibank Construction Loan
Amount: $100,000,000 to be funded on the tender date of the Bonds, or such amount acceptable to the Authorized DOH Officer.
Source: Citibank, N.A., a national banking association, or such other lender acceptable to the Authorized DOH Officer, to be funded through the issuance of the Governmental Lender Note.
Term: 12 months plus two six-month extensions, from Bond tender date to Conversion Date, or such other term acceptable to the Authorized DOH Officer.
Interest: Variable rate equal to 1-month Term SOFR plus 1.85%, or such other rate acceptable to the Authorized DOH Officer.
Security: A mortgage lien on the Leasehold Estate (the "**Senior Citibank Mortgage**," and collectively with the Senior Construction Mortgage, the "**Senior Mortgages**"). It is contemplated that Citibank, N.A. will also record a mortgage securing fees in connection with its forward commitment agreement at closing and the lien position of such mortgage shall be acceptable to the Authorized DOH Officer.

5. Senior Permanent Loan
Amount: $43,722,000, during the permanent period, subject to 10% increase, or such amount acceptable to the Authorized DOH Officer.
Source: Citibank, N.A., a national banking association, or such other lender acceptable to the Authorized DOH Officer, to be funded through the issuance of the Governmental Lender Note.
Term: 18 years following the initial closing date when the Bonds are issued, or such other term acceptable to the Authorized DOH Officer.
Interest: Fixed rate equal to18-year SOFR plus 210 basis points per annum, or such other rate acceptable to the Authorized DOH Officer.
Security: Secured by the Senior Citibank Mortgage.

6. Chicago Housing Authority (**CHA**) Loan
Amount: $41,000,000, or such amount acceptable to the Authorized DOH Officer.
Term: 40 years plus the construction loan period, or such other term acceptable to the Authorized DOH Officer.
Source: CHA, or such other source acceptable to the Authorized DOH Officer.
Interest: 0% per annum, or such other rate acceptable to the Authorized DOH Officer.
Security: A mortgage lien on the Leasehold Estate (the "**CHA Mortgage**") junior to the Senior Mortgages and senior to the City Mortgage.

7. Illinois Affordable Housing Tax Credit ("**IAHTC**") Proceeds Loan
Amount: $8,482,500, or such amount acceptable to the Authorized DOH Officer.
Source: CHA, derived from the sale by CHA of IAHTCs issued by the City and the Illinois Housing Development Authority.
Term: 40 years plus the construction loan period, or such other term acceptable to the Authorized DOH Officer.

Interest: 0% per annum, or such other rate acceptable to the Authorized DOH Officer.
Security: A mortgage lien on the Leasehold Estate junior to the City Mortgage.

8. TIF Proceeds Loan
   Amount: $40,000,000, or such amount acceptable to the Authorized DOH Officer.
   Source: Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation, or such other entity acceptable to the Authorized DOH Officer, will make a loan of the proceeds received from available Increment provided by the City up to $3,500,000 from the Diversey/Chicago River Redevelopment Project Area and up to $36,500,000 from the Addison South Redevelopment Project Area pursuant to the Redevelopment Agreement.
   Term: 40 years plus the construction loan period, or such other term acceptable to the Authorized DOH Officer.
   Interest: 0% per annum, or such other rate acceptable to the Authorized DOH Officer.
   Security: A mortgage lien on the Leasehold Estate junior to the City Mortgage.

9. Seller Loan
   Amount: $16,962,432, or such amount acceptable to the Authorized DOH Officer.
   Source: CHA Community Support Corporation, an Illinois not-for-profit corporation, or such other entity acceptable to the Authorized DOH Officer.
   Term: 40 years plus the construction loan period, or such other term acceptable to the Authorized DOH Officer.
   Interest: Long Term Applicable Federal Rate as of the closing date, or such other rate acceptable to the Authorized DOH Officer.
   Security: A mortgage lien on the Leasehold Estate junior to the City Mortgage.

10. Low-Income Housing Tax Credit ("**LIHTC**") Proceeds
    Amount: $63,103,000 or such amount as may be acceptable to the Authorized DOH Officer.
    Source: To be derived from the syndication of the LIHTCs generated by issuance of the Bonds.

11. State Historic Tax Credit Proceeds
    Amount: $2,099,790 or such amount as may be acceptable to the Authorized DOH Officer.
    Source: To be derived from the syndication of the Historic Tax Credits.

12. Federal Historic Tax Credit Proceeds
    Amount: $25,004,690 or such amount as may be acceptable to the Authorized DOH Officer.
    Source: To be derived from the syndication of the Historic Tax Credits.

13. ComEd Grant
    Amount: $728,442, or such amount as may be acceptable to the Authorized DOH Officer.
    Source: Commonwealth Edison Company or another source acceptable to the Authorized DOH Officer.
    Structure: This amount will be granted to the Borrower to fund the Project.

14. General Partner Equity
    Amount: $100 or such amount as may be acceptable to the Authorized DOH Officer
    Source: General Partner.

*Exhibit "B".*
(To Ordinance)

*Trust Indenture.*

**THIS TRUST INDENTURE** is entered into as of _____ 1, 2026 (this "Indenture"), by and between the **CITY OF CHICAGO** (the "Issuer") a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State"), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association, duly organized and existing under the laws of the United States and authorized to conduct business in the State, as trustee (together with any successor trustee hereunder, the "Trustee").

RECITALS

A. Certain of the capitalized terms and words used but not defined in these Recitals, and in the following Granting Clauses and Agreements, are defined in Section 1.01 of this Indenture.

B. Pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Issuer, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer.

C. Pursuant to its home rule authority and an Ordinance adopted by the City Council of the Issuer on April __, 2026 (the "Ordinance"), the Issuer has determined to issue and sell its $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), and use the proceeds thereof to make a loan to Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Borrower"), upon the terms and conditions of a promissory note dated the Closing Date from the Borrower to the Issuer in the original principal amount of $[PAR] (the "Note") and the Loan Agreement dated as of the same date as this Indenture between the Issuer and the Borrower (the "Loan Agreement"), for purposes of funding a portion of the costs of (a) the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction building that will generate 59 additional residential rental units and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne and 2731-2759 North Leavitt (the "Project") and (b) paying fees, expenses and costs incurred in connection with the authorization, issuance and sale of the Bonds.

D. The Borrower has delivered the Note to the Issuer, evidencing the Borrower's obligation to repay the Loan. The Issuer has made the Loan to the Borrower, subject to the terms and conditions of the Loan Agreement and this Indenture, including the terms and conditions thereof and hereof governing the disbursement of advances and the investment earnings thereon, and the Note has been assigned by the Issuer to the Trustee.

E. The obligations of the Borrower under the Loan Agreement and the Note will be secured by the Trust Estate established hereunder.

F. Bank of America N.A. (the "Mortgage Lender") has agreed to provide a taxable construction loan (the "Mortgage Loan") to the Borrower, the proceeds of which shall be advanced pursuant to the Mortgage Loan Documents and used (i) to finance a portion of the costs of the Project and (ii) to make deposits into the Collateral Fund. The Mortgage Lender will administer the Mortgage Loan in accordance with the Mortgage Loan Documents.

G. The Chicago Housing Authority (the "CHA") has agreed to make a loan (the "CHA Loan") to the Borrower that will be subordinate to the Mortgage Loan, the proceeds of which shall be advanced pursuant to the terms of the CHA Loan to finance a portion of the costs of the Project and to make deposits into the Collateral Fund.

H. Pursuant to that certain Forward Commitment Agreement dated _____ __, 2026 (as may be amended, modified or supplemented from time to time, the "Forward Commitment Agreement"), between Citibank, N.A. (in such capacity, "Citibank") and the Borrower, Citibank has agreed, subject to the satisfaction of the terms and conditions set forth therein (the "Conditions to Funding"), to make a loan to the Issuer (the "Funding Loan") pursuant to the provisions of the Funding Loan Agreement to be evidenced by the Governmental Lender Note executed on the Initial Mandatory Tender Date or any subsequent Mandatory Tender Date established upon a remarketing of the Bonds (such date being the "Funding Date") which proceeds shall be deposited into the Funding Loan Fund and will be used by the Trustee to pay the purchase price of the Bonds as described below.

I. The Bonds shall be subject to mandatory tender on the Initial Mandatory Tender Date in accordance with Section 3.01 hereof, and on the Funding Date: (i) the purchase price of the Bonds shall be paid by the Trustee with the proceeds of the Funding Loan received from Citibank to purchase the Governmental Lender Note, (ii) the Funding Loan Agreement in substantially the form attached hereto as Appendix C and the Borrower Loan Agreement in substantially the form attached hereto as Appendix D shall be delivered by the respective parties and become effective and shall supersede this Indenture and the Loan Agreement, respectively, (iii) the Bonds shall be removed from the Book-Entry System and exchanged for a physical note (the "Governmental Lender Note"), in the form attached as Exhibit A to the Funding Loan Agreement, which shall be purchased by Citibank, (iv) the Mortgage Loan shall be repaid in full with amounts on deposit in the Collateral Fund and certain other funds of the Borrower; and (v) thereafter all of the Trustee's duties and obligations with respect to the Bonds, the Governmental Lender Note, this Indenture, the Loan Agreement, and the related documents (other than the Tax Regulatory Agreement in accordance with the terms thereof) will cease and terminate.

J. The issuance, sale and delivery of the Bonds and the execution and delivery of this Indenture and the Loan Agreement have been in all respects duly and validly authorized, and the sale, execution and exchange of the Governmental Lender Note for the Bonds and the execution and delivery of the Funding Loan Agreement and the Borrower Loan Agreement on the Funding Date have been in all respects duly and validly authorized by the Issuer.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of any or all of the Bonds issued and sold by the Issuer from time to time under this Indenture by those who shall hold the same from time to time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of the covenants set forth herein and in the Bonds and the payment and performance of all other of the Issuer's Obligations, the Issuer does hereby grant, bargain, sell, convey, pledge and assign, without recourse, unto the Trustee and unto its successors and assigns in trust forever, and grants to the Trustee and to its successors in trust, a security interest in, the following, which excludes in all cases the hereinafter defined Reserved Rights (such property being herein referred to as the "Trust Estate"):

I.

All right, title and interest of the Issuer in and to all Revenues, derived or to be derived by the Issuer or the Trustee for the account of the Issuer under the terms of this Indenture and the Loan Agreement, together with all other Revenues received by the Trustee for the account of the Issuer arising out of or on account of the Trust Estate;

II.

All right, title and interest of the Issuer in and to the Note including all payments and proceeds with respect thereto or replacement thereof;

III.

All moneys (including the Eligible Funds received by the Trustee for deposit into the Collateral Fund provided that Mortgage Loan proceeds become part of the Trust Estate concurrently with the Trustee's corresponding disbursement of Bond proceeds to or at the direction of the Mortgage Lender in accordance with Section 4.08 hereof) which are at any time or from time to time on deposit in any fund or account created under this Indenture (excluding funds in the Costs of Issuance Fund (but only to the extent such moneys are not proceeds of the Bonds), the Expense Fund, the Funding Loan Fund and the Rebate Fund);

IV.

All right, title and interest of the Issuer in and to, and remedies under, the Loan Agreement; and

V.

All funds, moneys and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which

is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

PROVIDED, HOWEVER, that there shall be excluded from the granting clauses of this Indenture all the Reserved Rights, including, without limitation, all amounts paid or collected by the Trustee on behalf of the Issuer or the Issuer in connection therewith, and all amounts on deposit in the Rebate Fund (including any accounts thereof), which shall be held for the sole benefit of the United States of America;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in trust forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all Holders from time to time of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds.

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal of the Bonds issued hereunder, and interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article VIII hereof or by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture and all other of the Issuer's Obligations to be kept, performed and observed by it, the Rebate Amount shall be paid in full and there shall be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payment, as further provided in Section 8.01 hereof, and the termination of the Loan Agreement, this Indenture and the rights hereby granted shall cease, terminate and be completely discharged; otherwise, this Indenture shall remain in full force and effect.

AND IT IS EXPRESSLY DECLARED that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all such property, moneys, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective holders from time to time of the Bonds, or any part thereof, as follows:

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**Section 1.01. Definitions**. As used in this Indenture, the following terms shall have the meanings given to them in this Section unless the context clearly indicates otherwise; provided, however, that certain terms used in this Indenture are defined in the Loan Agreement and in the form of Funding Loan Agreement attached as Appendix C hereto, and when and if used herein and

not otherwise defined herein, such terms shall have the meanings given to them by the Loan Agreement and such Funding Loan Agreement, unless the context clearly indicates otherwise.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Arbitrage Certificate*" means the Certificate of the Issuer re Arbitrage dated the Closing Date and executed by the Issuer and the Borrower.

"*Authorized Borrower Representative*" means any person who, at any time and from time to time, is designated as the Borrower's authorized representative by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Issuer) a written certificate revoking such person's authority to act in such capacity.

"*Authorized Denomination*" means $5,000, or any integral multiple of $1,000 in excess thereof.

"*Authorized Issuer Representative*" means any person or persons specifically authorized by the Ordinance to take the action intended.

"*Bankruptcy Code*" means Title 11 of the United States Code entitled "Bankruptcy," as in effect now and in the future, or any successor statute.

"*Beneficial Owner*" shall have the meaning given such term in Section 2.11(b) herein.

"*Bond Counsel*" or "*Co-Bond Counsel*" means Ice Miller LLP and Clark Hill PLC, or other counsel retained by the Issuer, the Borrower or the Underwriter and acceptable to the Issuer, which counsel shall be nationally recognized as having an expertise in connection with the excludability of interest on obligations of states and local governmental units from the gross income of holders thereof for federal income tax purposes.

"*Bond Fund*" means the Bond Fund established pursuant to Section 4.01 hereof.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement, dated _____ __, 2026, among the Issuer, the Borrower and Underwriter.

"*Bond Service Charges*" means, pursuant to Section 4.02 of the Loan Agreement, payments made by the Borrower to the Trustee for the account of the Issuer in amount sufficient to pay the principal of and interest on the Bonds when due to the extent that amounts otherwise available for such payment are insufficient therefor.

"*Bond Year*" means each annual period of twelve months ending on _____ 1 as applicable; provided, however, that the first annual period commences on the date of the original issuance and delivery of the Bonds and ends on _____ 1, 2027 and the last of which ends on the maturity of the Bonds.

"*Bondholder*" or "*Holder of the Bonds*" or "*Holder*" or "*Owner of the Bonds*" or "*Owner*" when used with respect to any Bond, means the person or persons in whose name such Bond is registered as the owner thereof on the books of the Issuer maintained by the Trustee at the Trust Office for that purpose. For purposes of this Indenture, however, the Beneficial Owners shall have all the rights of the Bondholders to direct the actions of the Trustee, execute consents, waivers, amendments, give indemnities, and otherwise give directions and approve actions taken by the Trustee. The Trustee will verify the identity of the Beneficial Owners of the Bonds by any reasonable manner the Trustee deems satisfactory.

"*Bonds*" means the City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 authorized to be issued under and in accordance with this Indenture.

"*Book-Entry Form*" or "*Book-Entry System*" means a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book entry and (ii) physical bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with the physical bond certificates "immobilized" in the custody of the Securities Depository.

"*Borrower*" means Lathrop Preservation Phase IC, LP, an Illinois limited partnership, organized and existing under the laws of the State, and its permitted successors and assigns.

"*Borrower Documents*" means the Loan Agreement, the Note, the Tax Regulatory Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement, the Arbitrage Certificate, the Tax Representation Certificate and any and all documents, agreements or instruments executed by the Borrower in connection with the Loan evidenced by the Loan Agreement, but excluding the Mortgage Loan Documents.

"*Borrower Loan Agreement*" means the Borrower Loan Agreement, the form of which is attached hereto as Appendix D, which Borrower Loan Agreement shall be completed, executed, and delivered and become effective on the Funding Date.

"*Borrower Representative*" means a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by one of its officers, which certificate may designate an alternate or alternates.

"*Borrower's Obligations*" means, without limitation, the obligations of the Borrower under the Loan Agreement, the Note, and the other Borrower Documents, including to (a) pay the

principal of, and interest on the Note, when and as the same shall become due and payable (whether at the stated maturity thereof, on any payment date or by acceleration of maturity or otherwise), (b) pay all other amounts required by the Loan Agreement (including, without limitation, the Issuer Fees and Expenses and all indemnification payments due under the Loan Agreement), the Note, and the other Borrower Documents to be paid by the Borrower to the Issuer, as and when the same shall become due and payable, and (c) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Borrower is required by the Loan Agreement, the Note, the Tax Regulatory Agreement, and any of the other Borrower Documents, to perform or observe.

"*Business Day*" or "*business day*" means any day other than (a) a Saturday or a Sunday, or (b) a day on which (i) banking institutions in the City of New York or in the city in which the Designated Office of the Trustee or Remarketing Agent is located is authorized or obligated by law or executive order to be closed, or (ii) the New York Stock Exchange is closed, and on which the United States Government makes payments of principal and interest on its Treasury obligations. Unless referred to specifically herein as a "Business Day," all references to "day" or "days" shall be to calendar days.

"*Cash Flow Projection*" means a cash flow projection prepared by an independent firm of certified public accountants, a financial advisory firm, a law firm or other independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by, and provided by or on behalf of, the Borrower and acceptable to the Rating Agency, establishing, to the satisfaction of the Rating Agency, the sufficiency of (a) the amount on deposit in the Special Funds, (b) projected investment income to accrue on amounts on deposit in the Special Funds during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower to pay Bond Service Charges due on the Bonds, the Issuer Fees and Expenses, and Trustee's Fee and expenses, in each instance, when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed remarketing of the Bonds, as provided in Section 3.03 hereof, (iii) the release of Eligible Funds from the Negative Arbitrage Account of the Bond Fund, as provided in Section 4.02 hereof, (iv) the purchase, sale or exchange of Eligible Investments as permitted hereunder; (v) the sale or other disposition by the Trustee of Eligible Investments prior to maturity at a price below par or (vi) the optional redemption of the Bonds as provided in Section 3.05 hereof.

"*Certificate of Occupancy*" means the temporary or final certificate(s) of occupancy, as the case may be, issued by the City of Chicago for the multifamily units in the Project, or if certificate(s) of occupancy are not required or provided for multifamily units, or otherwise not available, then evidence of all final inspection approvals needed to occupy the multifamily units.

"*CHA*" means the Chicago Housing Authority.

"*CHA Loan*" means the loan from the CHA to the Borrower in an amount not to exceed $_____ which will be available as of the Closing Date and disbursed pursuant to the terms of the CHA Loan.

"*CHA ROFR Agreement*" means that certain Chicago Housing Authority Option and Right of First Refusal Agreement among the CHA, the Borrower and the General Partner and consented to by the Investor Limited Partner.

"*Citibank*" means Citibank, N.A., a national banking association, and its successors and assigns.

"*Closing Date*" means _____ __, 2026, the date of delivery of the Bonds in exchange for the purchase price therefor.

"*Closing Memorandum*" means the closing memorandum signed by the Borrower to be delivered on or before the Closing Date.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable final, temporary and proposed regulations and revenue rulings applicable thereto.

"*Collateral Fund*" means the Collateral Fund established pursuant to Section 4.01 hereof.

"*Completion Certificate*" means a certificate submitted by the Borrower Representative to the Issuer and the Trustee as provided in Section 3.05 of the Loan Agreement, a form of which is attached as Exhibit C to the Loan Agreement.

"*Completion Date*" means the date upon which the Completion Certificate and the Certificate of Occupancy are delivered by the Borrower to the Issuer and the Trustee.

"*Conditions to Funding*" has the meaning given to that term in the Forward Commitment Agreement.

"*Confirmation of Rating*" means a written confirmation, obtained by the Borrower (at the expense of the Borrower) prior to the event or action under scrutiny, from the Rating Agency to the effect that, following the proposed action or event under scrutiny at the time such confirmation is sought, the rating of the Rating Agency with respect to all Bonds then Outstanding and then rated by the Rating Agency will not be downgraded, suspended, qualified or withdrawn as a result of such action or event, or an equivalent confirmation, or, if applicable, confirmation from the Rating Agency that it is no longer able to provide such a confirmation as a matter of policy or practice.

"*Construction Draw Schedule*" means the schedule of the disbursement of the proceeds of the Bonds as provided in Exhibit B attached to the Loan Agreement, as the same may be amended from time to time with the consent of the Mortgage Lender (to the extent consent is required by the Mortgage Loan Documents).

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, of even date herewith, between the Borrower and the Dissemination Agent, as the same may be amended, restated, supplemented or modified from time to time.

"*Costs*" with respect to the Project shall be deemed to include all items permitted to be financed under the applicable provisions of the Code, subject to the provisions hereof and of the Borrower Documents.

"*Costs of Issuance*" means all fees, costs and expenses payable or reimbursable directly or indirectly by the Issuer (including, without limitation, the Issuer Fee, the Issuer Bond Legal Reserve Fee and any applicable fees of the Trustee) or the Borrower and related to the authorization, issuance and sale of the Bonds.

"*Costs of Issuance Deposit*" means the deposit into the Costs of Issuance Fund on the Closing Date in the amount of $[0].

"*Costs of Issuance Fund*" means the Costs of Issuance Fund created pursuant to Section 4.01 hereof.

"*Default*" means any Default under the Loan Agreement as specified in and defined by Section 7.01 thereof.

"*Designated Office*" of the Trustee, the Remarketing Agent or the Underwriter means, respectively, the designated corporate trust office of the Trustee at which its corporate trust business shall be administered or the office of the Remarketing Agent or the Underwriter at the respective Notice Address, or the designated corporate trust office of any successor Trustee, or at such other address as may be specified in writing by the Trustee, successor Trustee, the Remarketing Agent, or the Underwriter, as applicable, from time to time, in accordance with Section 12.05 hereof.

"*Determination of Taxability*" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Bond is or was includable in the gross income of a Holder of the Bonds for Federal income tax purposes (other than any Holder who is a "substantial user" or "related person" to a "substantial user" within the meaning of Section 147(a) of the Code); provided, that no such decree, judgment, or action will be considered final for this purpose unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Holder of a Bond, and until the conclusion of any appellate review, if sought.

"*Dissemination Agent*" means, initially, Zions Bancorporation, National Association, or any dissemination agent subsequently appointed in accordance with the Continuing Disclosure Agreement.

"*Documents*" means and shall include (without limitation), with respect to the Bonds, this Indenture, the Loan Agreement, the Note, the Tax Regulatory Agreement, the Tax Certificates, and any and all other documents which the Issuer, the Borrower or any other party or parties or their representatives, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Issuer's Obligations or the Borrower's Obligations, or any part thereof, or in connection therewith, and any and all Supplements thereto, but excluding the Mortgage Loan Documents.

"*Electronic Transmission*" means email transmission or other similar electronic means of communication providing evidence of transmission.

"*Eligible Funds*" means, as of any date of determination, any of:

(a) the proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase price thereof by the Underwriter);

(b) moneys drawn on a letter of credit;

(c) moneys received by the Trustee representing advances to the Borrower of proceeds of the Mortgage Loan and the CHA Loan, or other advances on other loans to the Borrower that are received by the Trustee at the direction of the Borrower;

(d) remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase and or remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer, or any Affiliate of either the Borrower or the Issuer);

(e) any other amounts, including the proceeds of any refunding bonds, for which the Trustee has received an Opinion of Counsel (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (A) the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court and (B) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;

(f) any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period;

(g) proceeds of the Funding Loan received from Citibank to purchase the Governmental Lender Note on the Funding Date; and

(h) investment income derived from the investment of the money described in subsections (a) through (g) hereof.

"*Eligible Investments*" means, subject to the provisions of Section 6.01 hereof, any of the following investments that mature (or are redeemable at the option of the Trustee without penalty) at such time or times as to enable timely disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of this Indenture, to the extent the same are at the time legal for investment of the funds held under this Indenture (written direction

of the Issuer or the Borrower to invest funds shall be conclusive evidence that the directed investment is at the time a legal investment of the funds held under this Indenture):

(a) Governmental Obligations; and

(b) To the extent permitted herein, shares or units in any money market mutual fund rated "Aaa-mf" by Moody's (or the equivalent Highest Rating Category given by a Rating Agency for that general category of security) including mutual funds of the Trustee or its Affiliates or for which the Trustee or an Affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor that are registered under the Investment Company Act of 1940, as amended, whose investment portfolio consist solely of direct obligations of the government of the United States of America.

"*Event of Default*" or "*Default*" means, when used in this Indenture, those events of default or defaults specified in Section 9.01 hereof and, when used in the Loan Agreement, those events of default or defaults specified in Section 7.01 thereof.

"*Expense Fund*" means the Expense Fund created pursuant to Section 4.01 of this Indenture.

"*Extension Payment*" means the amount due, if any, in connection with the change or extension of the Mandatory Tender Date pursuant to Section 3.03 hereof, and (a) which shall be determined by a Cash Flow Projection approved in writing by the Rating Agency and (b) must consist of Eligible Funds.

"*Forward Commitment Agreement*" means that certain Forward Commitment Agreement dated the Closing Date, between the Borrower and Citibank, pursuant to which Citibank has agreed, subject to satisfaction of the Conditions to Funding, to make the Funding Loan to the Issuer, the proceeds of which will be used by the Trustee to pay the purchase price of the Bonds which shall be exchanged for the Governmental Lender Note, as such commitment may be amended, modified or supplemented from time to time.

"*Funding Date*" means the date on which the Conditions to Funding are satisfied and Citibank makes the Funding Loan, which Funding Date shall occur, if at all, on the Initial Mandatory Tender Date or any subsequent Mandatory Tender Date.

"*Funding Loan*" has the meaning set forth in the recitals to this Indenture.

"*Funding Loan Agreement*" means the Funding Loan Agreement attached hereto as Appendix C, which Funding Loan Agreement shall be executed, delivered and become effective on the Funding Date.

"*Funding Loan Fund*" means the Funding Loan Fund created in Section 4.01 hereof.

"*General Partner*" means Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company.

"*Governmental Authority*" means any federal, State or local governmental or quasi-governmental entity, including, without limitation, any agency, department, commission, board, bureau, administration, service, or other instrumentality of any governmental entity.

"*Governmental Lender Note*" has the meaning set forth in the recitals to this Indenture.

"*Governmental Obligations*" means (a) noncallable, non-redeemable direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (b) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof.

"*Governmental Requirements*" means all laws, ordinances, orders, rules or regulations of any Governmental Authority applicable to the Project, the Issuer, the Borrower or any of the Borrower's assets or other properties, including without limitation, laws, ordinances, orders, rules and regulations relating to securities or other public disclosures, zoning, licenses, permits, subdivision, building, safety, health, and fire protection and all environmental laws.

"*Ground Lease*" means the ground lease entered into between the CHA and the CHA Community Support Corporation and assigned by the CHA Community Support Corporation to the Borrower.

"*Hazardous Materials*" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; radon; mold; toxic or mycotoxin spores; any substance the presence of which on the Mortgaged Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance (whether or not naturally occurring) now or in the future that (i) is defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "solid waste," "pesticide," "contaminant," or "pollutant," or otherwise classified as hazardous or toxic by or within the meaning of any Hazardous Materials Law, or (ii) is regulated in any way by or within the meaning of any Hazardous Materials Law, excluding such quantities of any such substance as are routinely used or commercially acceptable for the purpose of the construction, operation and ongoing maintenance of multifamily residential developments in the State.

"*Hazardous Materials Laws*" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, rule of common law (including, without limitation, nuisance and trespass), consent order, administrative rulings and court judgments and decrees or other government directive in effect now or in the future and including all amendments, that relate to Hazardous Materials or to the protection or conservation

of the environment or human health and apply to Borrower or to the Mortgaged Property, including, without limitation, those relating to industrial hygiene, or the use, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, treatment, investigation, or remediation of Hazardous Materials. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Superfund Amendments and Reauthorization Act, the Solid Waste Disposal Act, the Clean Air Act, the Occupational Safety and Health Act, and their state analogs.

"*Highest Rating Category*" means, with respect to an Eligible Investment, that the Eligible Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below "Aa1" or "Aa1/VMIG 1" if rated by Moody's or "A-1+" or "AA+" if rated by S&P.

"*Indenture*" means this Trust Indenture, dated as of _____ 1, 2026, by and between the Issuer and the Trustee, and any and all Supplements thereto.

"*Independent*" means any person not an employee or officer of the Borrower or its Affiliates.

"*Initial Interest Rate*" means ____%.

"*Initial Mandatory Tender Date*" means July 1, 2028[IF CLOSING IN JUNE].

"*Initial Remarketing Date*" means the Initial Mandatory Tender Date, but only if (i) the conditions for remarketing the Bonds on such date as provided in Section 3.03 hereof are satisfied, and (ii) the Initial Mandatory Tender Date is not the Funding Date.

"*Interest Payment Date*" means (a) January 1 and July 1 of each year beginning January 1, 2027, and (b) each Mandatory Tender Date.

"*Interest Period*" means, initially, the period from the Closing Date to but not including first Interest Payment Date, and thereafter, the period commencing on each succeeding Interest Payment Date and ending on the last day of the month preceding the next Interest Payment Date.

"*Interest Rate*" means the Initial Interest Rate to but not including the Initial Mandatory Tender Date, as applicable, and thereafter the applicable Remarketing Rate; provided, however, commencing on the Initial Mandatory Tender Date, or any subsequent Mandatory Tender Date established upon a remarketing of the Bonds, the Interest Rate shall be established in accordance with Section 2.01 hereof.

"*Investor Limited Partner*" means Bank of America, N.A., a national banking association, its successors and assigns.

"*Issuer*" means the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State.

"*Issuer Administrative Fee*" means an amount equal to 0.15% of the outstanding principal amount of the Bonds, accruing monthly and payable to the Issuer semiannually on each _____ 1 and _____1, commencing _____ 1, 202_.

"*Issuer Bond Legal Reserve Fee*" means an amount equal to 0.10% of the par amount of the Bonds, payable to the Issuer on the Closing Date.

"*Issuer Documents*" means the Loan Agreement, this Indenture, the Tax Regulatory Agreement, the Bond Purchase Agreement, the Arbitrage Certificate and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan.

"*Issuer Fee*" means the amount of $_____, which represents 1.5% of the par amount of the Bonds, paid by the Trustee on behalf of the Borrower to the Issuer on the Closing Date in connection with, and as consideration for, the issuance of the Bonds.

"*Issuer Fees and Expenses*" means (i) the Issuer Fee, (ii) the Issuer Administrative Fee, (iii) the Issuer Bond Legal Reserve Fee, and (iv) any other fees, charges, costs, advances, indemnities and expenses (including reasonable attorneys' fees and expenses), whether out-of-pocket or internal, that may be incurred at any time by the Issuer hereunder or under or in connection with the Documents or the Bonds, or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit, or otherwise in connection with the Bonds or the Project, plus any Late Fees incurred with respect to any of the foregoing.

"*Issuer Indemnified Party*" or "*Issuer Indemnified Parties*" means the Issuer, its past, present, and future officials, counsel, advisors, employees, agents, contractors, and consultants, its past, present, and future officials, counsel, advisors, employees, agents, contractors and consultants, and the respective heirs, executors, legal representatives, successors, and assigns of any of them, whether by voluntary action of the parties or by operation of law, individually and collectively, and the State.

"*Issuer's Obligations*" means the obligations of the Issuer under the Bonds, this Indenture, and the other Documents to which the Issuer is a party, subject in the entirety to Sections 2.09 and 7.02(b) hereof, to (a) pay the principal of and interest on the Bonds (including supplemental interest) solely and exclusively from the Trust Estate, when and as the same shall become due and payable (whether at the stated maturity thereof, or by acceleration of maturity or after notice of prepayment or otherwise) and, (b) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Issuer is required, by the Bonds, this Indenture, or any of the other Documents, to perform and observe.

"*Late Fee*" means ten percent (10%) of any payment due to the Issuer, other than as payment of interest, redemption premium or principal on the Bonds, that is received by the Issuer later that 15 calendar days following the date it is due.

"*Liabilities*" means any and all causes of action (whether in contract, tort or otherwise), claims, actions, damages (including, but not limited to, indirect, special and punitive damages actually awarded), demands, judgments, liabilities, losses, suits, fines, penalties, costs, taxes and expenses (including, without limitation, costs of investigation, reasonable attorney's fees and

expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) of every kind, character and nature whatsoever.

"*Loan*" means the loan by the Issuer to the Borrower in the principal amount of $[PAR] evidenced by the Note, described in the Loan Agreement and made in connection with the issuance of the Bonds.

"*Loan Agreement*" means the Loan Agreement dated as of _____ 1, 2026, between the Issuer and the Borrower, and any and all Supplements thereto.

"*Loan Payments*" means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and Section 4.02 of the Loan Agreement.

"*Local Time*" means Central time (daylight saving or standard, as applicable).

"*Mandatory Tender Date*" means each date on which all Outstanding Bonds are subject to mandatory tender as set forth in Section 3.01(b) hereof, including the Initial Mandatory Tender Date.

"*Master Lease*" means that certain [Master Lease Agreement] between the Borrower and [_____] (the "Master Tenant"), a memorandum of which will be recorded against the Mortgaged Property.

"*Maturity Date*" means July 1, 2060.

"*Maximum Interest Rate*" means the interest rate equal to the lesser of: (a) 12% per annum, or (b) the maximum interest rate per annum permitted by applicable State law.

"*Moody's*" means Moody's Investors Service, Inc., a Delaware corporation, and its successors and assigns, or if it shall for any reason no longer perform the functions of a securities rating agency, then any other nationally recognized rating agency designated by the Borrower and acceptable to the Remarketing Agent.

"*Mortgage Lender*" means Bank of America, N.A., and any successors or assigns.

"*Mortgage Loan*" means the taxable construction loan to be made by the Mortgage Lender to the Borrower with respect to the Project, as described and provided for in the Mortgage Loan Documents.

"*Mortgage Loan Documents*" means the Mortgage Loan Security Instrument, the mortgage note, and all other documents required by the Mortgage Lender in connection with the Mortgage Loan.

"*Mortgage Loan Security Instrument*" means the [Leasehold Construction, Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Taxable), dated of even date herewith executed by the Borrower for the benefit of the Mortgage Lender, as beneficiary, securing the Mortgage Loan, as the same may be amended, supplemented or restated.

"*Negative Arbitrage Account*" means the Negative Arbitrage Account of the Bond Fund created in Section 4.01 hereof.

"*Note*" means the Promissory Note dated the Closing Date from the Borrower to the Issuer in substantially the form attached as Exhibit A to the Loan Agreement, and any amendments, Supplements or modifications thereto, which Note has been assigned by the Issuer to the Trustee.

"*Notice Address*" means, in respect of a party, the applicable notice address designated pursuant to Section 12.05 hereof.

"*Official Statement*" means the Official Statement dated _____ __, 2026, relating to the Bonds.

"*Opinion of Counsel*" means an opinion from an attorney or firm of attorneys, acceptable to the addressee thereof, with experience in the matters to be covered in the opinion.

"*Ordinance*" has the meaning set forth in the Recitals hereto.

"*Outstanding*," "*outstanding*" or "*Bonds Outstanding*" when used with respect to the Bonds means any Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore canceled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment of which moneys or obligations shall have been irrevocably deposited with the Trustee in accordance with Article VIII;

(c) Bonds paid pursuant to the penultimate sentence of Section 2.07 hereof; or

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"*Partnership Agreement*" means the [Amended and Restated Agreement of Limited Partnership] of the Borrower, dated as of _____ __, 2026, as it may be amended in accordance with the Borrower Documents and the Mortgage Loan Documents.

"*Permitted Encumbrances*" means the Mortgage Loan Security Instrument together with all other encumbrances that are "Permitted Encumbrances" within the meaning given such term in the Mortgage Loan Security Instrument, including, without limitation, the Tax Regulatory Agreement, the Ground Lease, the RAD Regulatory Agreement, the Master Lease as well as any lien, deed of trust, pledge, covenant, restriction agreement or easement recorded against the Project on the Closing Date.

"*Person*" shall include an individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

"*Project*" has the meaning set forth in the Whereas clauses hereto.

"*Project Fund*" means the Project Fund established pursuant to Section 4.01 hereof.

"*Qualified Project Costs*" means any expenditures which (a) are incurred not more than 60 days prior to the date on which the Issuer first declared its "official intent" (within the meaning of Treasury Regulation Section 1.150-2) with respect to the Project (other than preliminary expenditures with respect to the Project in an amount not exceeding 20% of the aggregate principal amount of the Bonds); (b) are made exclusively to provide facilities and improvements that constitute part of a "qualified residential rental project" within the meaning of Section 142(d) of the Code; and (c) are properly chargeable to the Project's capital account under general federal income tax principles or that would be so chargeable with a proper election or but for a proper election by the Borrower to deduct such expenditure. However, "Qualified Project Costs" do not include (i) issuance costs of the Bonds (within the meaning of Section 147(g) of the Code) or (ii) any fee, charge or profit payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) of the Borrower. As used herein, the term "preliminary expenditures" includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to the commencement of construction of the Project, but does not include land acquisition, site preparation and similar costs incident to commencement of construction of the Project.

"*RAD Regulatory Agreement*" means the RAD Use Agreement made for the benefit of and agreed to by the United States Department of Housing and Urban Development, the Borrower and the CHA.

"*Rating Agency*" means any national rating agency then maintaining a rating on the Bonds, and initially means Moody's.

"*Rating Category*" means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Eligible Investment.

"*Rebate Amount*" means the amount, if any, which is to be paid to the United States of America pursuant to Section 148(f) of the Code and Section 4.06 hereof.

"*Rebate Analyst*" means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Borrower and acceptable to the Issuer, the expense of which shall be borne by the Borrower, to calculate the Rebate Amount. The initial Rebate Analyst will be Tiber Hudson LLC.

"*Rebate Fund*" means the Rebate Fund established pursuant to Section 4.01 hereof.

"*Record Date*" means the 15th day of the month preceding any Interest Payment Date or 45 days prior to any Mandatory Tender Date.

"*Register*" has the meaning set forth in Section 2.08 hereof.

"*Remarketing Agent*" means Stifel, Nicolaus & Company, Incorporated, or any successor as Remarketing Agent designated in accordance with Section 10.24 hereof.

"*Remarketing Agent's Fee*" means the fee of the Remarketing Agent for its remarketing services.

"*Remarketing Agreement*" means the Remarketing Agreement, dated as of _____ 1, 2026, by and between the Borrower and the Remarketing Agent, as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

"*Remarketing Date*" means the Initial Remarketing Date and, if the Bonds Outstanding on such date or on any subsequent Remarketing Date are remarketed pursuant to Section 3.03 for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

"*Remarketing Expenses*" means the costs, fees and expenses incurred by the Trustee and its counsel, the Remarketing Agent and its counsel, the Issuer and its counsel, and Bond Counsel in connection with the remarketing of the Bonds, including bond printing and registration costs, costs of funds advanced by the Remarketing Agent, registration and filing fees, rating agency fees and other costs and expenses incurred in connection with or properly attributable to the remarketing of Bonds as certified to the Trustee by the Remarketing Agent in writing.

"*Remarketing Notice Parties*" means the Borrower, the Investor Limited Partner, the Issuer, the Trustee, the Remarketing Agent, the General Partner, Citibank, CHA and the Mortgage Lender.

"*Remarketing Period*" means the period beginning on a Remarketing Date and ending on the earlier of (i) the last day of the term for which Bonds are remarketed pursuant to Section 3.03, or (ii) the final Maturity Date of the Bonds.

"*Remarketing Proceeds Account*" means the Remarketing Proceeds Account of the Bond Fund established pursuant to Section 4.01 hereof.

"*Remarketing Rate*" means the interest rate or rates established pursuant to Section 2.01 and borne by the Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the final Maturity Date of the Bonds, as applicable.

"*Requisition*" means the written request to make a disbursement from the Project Fund in substantially the form attached as Appendix B hereto, submitted in the manner provided pursuant to Section 5.02 hereof.

"*Reserved Rights*" means the rights of the Issuer set forth in this Indenture, the Loan Agreement and the other Issuer Documents to (a) inspect books and records, (b) give or receive notices, approvals, consents, requests, and other communications, (c) receive payment of its Issuer Fee and the Issuer Administrative Fee, including Late Fees, and payment or reimbursement for any other Issuer Fees and Expenses, (d) the benefit of all provisions providing the Issuer immunity from, and limitation of, liability, (e) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the requirements of the Ordinance or of the Issuer, and set forth in any of the

Documents or in any other certificate or agreement executed by the Borrower, (f) indemnification from liability by the Borrower and (g) security for the Borrower's indemnification obligation.

"*Revenues*" means (a) the Loan Payments, (b) the Eligible Funds received by the Trustee for deposit into the Collateral Fund, (c) all other money received or to be received by the Trustee in respect of repayment of the Loan, including without limitation, all money and investments in the Bond Fund, (d) any money and investments in the Special Funds, and (e) all income and profit from the investment of the foregoing moneys. The term "Revenues" does not include any money or investments in the Rebate Fund, the Costs of Issuance Fund (but only to the extent such moneys are not proceeds of the Bonds), or the Expense Fund, amounts paid as fees, reimbursement for expenses or for indemnification of the Issuer and the Trustee, or amounts paid to or collected by the Issuer in connection with any Reserved Rights.

"*Securities Depository*" means The Depository Trust Company, its successors and assigns, or any other securities depository for the Bonds designated by the Issuer or the Borrower to the Trustee in writing.

"*Special Funds*" means, collectively, the Bond Fund, the Collateral Fund, the Project Fund, and any accounts therein, all as established pursuant to this Indenture.

"*Special Limited Partner*" means Banc of America CDC Special Holding Company, Inc., a North Carolina corporation.

"*State*" means the State of Illinois.

"*Supplement*" or "*Supplements*" means any and all extensions, renewals, modifications, amendments, supplements and substitutions.

"*Tax Certificates*" means, collectively, the Arbitrage Certificate and the Tax Representation Certificate.

"*Tax Regulatory Agreement*" means the Tax Regulatory Agreement dated as of _____ 1, 2026, by and among the Issuer, the Trustee, and the Borrower relating to the Bonds, and any and all modifications thereof, amendments and Supplements thereto and substitutions therefor.

"*Tax Representation Certificate*" means the Tax Representation Certificate dated the Closing Date executed and delivered by the Borrower.

"*Term of Agreement*" means the term of the Loan Agreement as specified in Section 8.01 of the Loan Agreement.

"*Title Company*" means Greater Illinois Title Company.

"*Trust Estate*" has the meaning given such term in the Granting Clauses of this Indenture.

"*Trust Office*" means the designated corporate trust office of the Trustee located at the address set forth in Section 12.05 hereof or such other office or offices designated by the Trustee from time to time and specified to the Issuer in writing.

"*Trustee*" means Zions Bancorporation, National Association, a national banking association, organized and existing under the laws of the United States and authorized to conduct business in the State, and its successor or successors in the trust created by this Indenture.

"*Trustee's Fee*" means _____.

"*Undelivered Bond*" means any Bond that is required under this Indenture to be delivered to the Remarketing Agent or the Trustee for purchase on a Mandatory Tender Date but that has not been received on the date such Bond is required to be so delivered.

"*Underwriter*" means Stifel, Nicolaus & Company, Incorporated.

**Section 1.02. Rules of Construction**. The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Indenture in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

References to Articles, Sections, and other subdivisions of this Indenture are to the designated Articles, Sections, and other subdivisions of this Indenture.

The headings of this Indenture are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

Any reference to particular sections or subsections of the Code and applicable income tax regulations shall include any successor provisions of law or regulations, to the extent the same shall apply to the Bonds.

Any reference to a Bond or to the Bonds shall include each portion in the minimum Authorized Denomination of any registered bond having a denomination greater than the minimum Authorized Denomination.

Any direction, consent, approval or similar action required hereunder shall be in writing and signed by an authorized representative of the party providing such direction, consent, approval or similar action.

Any reference to a document or instrument shall mean and include such document or instrument as it may be amended from time to time, unless expressly otherwise stated.

**Section 1.03. Determinations**. The Issuer, based on the information provided by the Borrower, has determined that the issuance of the Bonds and the making of the Loan to the Borrower for the purpose of financing and/or refinancing, as applicable, all or a portion of the costs of the Project further advance the interest of the Issuer and are in the public interest. The Issuer is issuing the Bonds with the intent and expectation that the income from the Bonds will be generally

excludable from gross income under the Code, which expectation is based on an opinion of Bond Counsel to that effect (subject to customary limitations).

## ARTICLE II

## CREATION OF BONDS; DETAILS OF THE BONDS

**Section 2.01. Authorization and Terms of Bonds.**

(a) ***Authorization of Bonds.*** The Issuer hereby authorizes for issuance under this Indenture bonds in the original aggregate principal amount of $[PAR], which shall be designated "City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026," to be issued as hereinafter provided.

(b) ***Registered Form; Numbering.*** The Bonds shall be issuable only as fully registered Bonds in Authorized Denominations, substantially in the form, appropriately completed, attached hereto as Appendix A and made a part hereof. The Bonds shall be lettered "R," and shall be numbered separately from "1" consecutively upward.

(c) ***Date, Denominations, Dates from Which Interest Payable, Interest Rate and Maturity.*** The Bonds shall be dated the Closing Date, shall be issued in Authorized Denominations, and shall bear interest on the principal amount Outstanding from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or provided for, from their date of initial delivery, payable on each Interest Payment Date. The Bonds shall bear interest for each Interest Period at the Interest Rate all as more specifically set forth hereinafter. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on the Maturity Date, subject to mandatory tender for purchase as set forth in Section 3.01 hereof.

(d) ***Initial Interest Rate.*** From the Closing Date to, but not including, the Initial Mandatory Tender Date, the interest rate on the Bonds shall be the Initial Interest Rate. On the Initial Mandatory Tender Date, the Bonds shall be subject to mandatory tender pursuant to Section 3.01 hereof. If insufficient funds are available to pay the purchase price on the Bonds following such mandatory tender on the Initial Mandatory Tender Date, the Bonds shall accrue interest at the Maximum Interest Rate until funds are available for payment of the purchase price, with interest being paid monthly on the first Business Day of each month.

(e) ***Establishment of Remarketing Rate.*** The Remarketing Agent shall establish the interest rate on the Bonds Outstanding for each Remarketing Period at the Remarketing Rate in accordance with this Section 2.01. Not less than 10 Business Days preceding each Remarketing Date, the Remarketing Agent, taking into consideration prevailing market conditions, shall, using its best professional judgment, determine the minimum rate(s) of interest which, if borne by the Bonds then Outstanding for the Remarketing Period specified by the

Remarketing Agent at the direction of the Borrower as provided in Section 3.03 hereof, and shall offer for sale and use its best efforts to sell the Bonds Outstanding on the Remarketing Date at a price equal to 100% of the principal amount of such Bonds plus, if such Remarketing Date is a date other than a scheduled Interest Payment Date, accrued interest on such Bonds from the preceding Interest Payment Date to which interest has been paid. The rate of interest determined in accordance with the previous sentence shall be the Remarketing Rate for the specified Remarketing Period; provided that if the rate of interest so determined for such period would exceed the Maximum Interest Rate, the Bonds Outstanding shall be remarketed for the longest Remarketing Period for which the minimum rate of interest that would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds that would not exceed the Maximum Interest Rate. Notwithstanding the foregoing, if the rate of interest so determined for any Remarketing Period would exceed the Maximum Interest Rate permitted by applicable State law, the Bonds Outstanding shall not be remarketed.

(f) ***Notice of Remarketing Rate***. The Remarketing Agent shall, upon determination of the Remarketing Rate and Remarketing Period, immediately (and in no event later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate and the Remarketing Period) give notice of its determination by telephone or telecopy, promptly confirmed in writing within 10 Business Days, to the Trustee, the Issuer, the Borrower and the Investor Limited Partner. The Remarketing Rate and the Remarketing Period shall be conclusive and binding upon the Trustee, the Issuer, the Borrower and the Holders for the purposes of this Indenture.

(g) ***Book-Entry Form***. Initially, the Bonds shall be in Book-Entry Form by issuing a single bond in the amount of $[PAR], registered in the name of Cede & Co. (defined below), as nominee for DTC (defined below). In the event DTC discontinues its service with respect to the Bonds and the Book-Entry System is terminated, replacement Bonds shall be issued in Authorized Denominations.

(h) ***Medium and Place of Payment***. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts, but only from the Revenues and any other monies included in the Trust Estate and made available to the Issuer for such purpose. Principal of the Bonds shall be payable at the Trust Office upon presentation and surrender of the Bonds as the same become due, and upon the request of any registered Owner of Bonds on the applicable Record Date having an aggregate principal amount of $1,000,000 or more, such principal shall be paid by wire transfer of immediately available funds from the Trustee to the bank and account number specified by such Owner in writing to the Trustee. Interest on the Bonds shall be payable to each registered Owner of the Bonds by check or draft mailed on the Interest Payment Date to the Person in whose name the Bond is registered at the close of business of the Record Date applicable to that Interest Payment Date on the registration books kept by the Trustee at the address appearing therein, or, upon the request of any registered Owner of Bonds

having an aggregate principal amount of $1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the bank and account number specified by such Owner in writing to the Trustee at least three Business Days prior to the applicable payment date.

(i) ***Form of Bonds***. The definitive Bonds, which may be printed, typewritten, photocopied, or otherwise reproduced, including the Trustee's Certificate of Authentication to be endorsed thereon, shall be substantially in the form as set forth in Appendix A attached hereto with such appropriate variations, omissions and insertions as permitted or required by this Indenture.

(j) ***Payments or Actions to be taken on Saturdays, Sundays and Holidays***. In any case where the date of any action required hereunder to be taken or the date of maturity of interest on or principal of the Bonds, shall not be a Business Day, then payment of interest or principal or the taking of such action need not be made or taken on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date such action was to be taken.

**Section 2.02. Source of Payment of Bonds**. The Bonds are special limited obligations of the Issuer and the Issuer shall be obligated to pay the principal of and the interest on the Bonds only out of the Trust Estate (including, without limitation, the Revenues pledged for the payment thereof under this Indenture and the amounts held in any fund or account created under this Indenture, other than amounts held in the Rebate Fund, the Costs of Issuance Fund, and the Expense Fund). Nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer or any amounts due to the Issuer in connection with the Reserved Rights. All the Bonds to be issued hereunder shall be equally and ratably secured, to the extent provided herein, by this Indenture.

**Section 2.03. Execution of Bonds**. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds. In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

**Section 2.04. Certificate of Authentication**. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in the form of the Bond herein provided and duly executed by the Trustee, at the written direction of the Issuer, shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the

Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder. At the time of authentication of any Bond, the Trustee shall insert therein the date from which interest on such Bond shall be payable as provided in Section 2.01(c).

**Section 2.05. Authentication and Delivery of Bonds.** The Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers as may be directed by the Issuer as provided in this Section.

Prior to the authentication by the Trustee of the Bonds, there shall have been filed with the Trustee:

(a) A certified copy of the Ordinance;

(b) A fully executed copy of this Indenture;

(c) A copy of the fully executed Loan Agreement, the Tax Regulatory Agreement, the Tax Certificates, and the Note, along with written evidence that the original, fully executed Note has been sent to the Trustee for delivery;

(d) An opinion of Bond Counsel with respect to the excludability from gross income for federal and State income tax purposes of interest payable on the Bonds;

(e) An opinion of Counsel to the Issuer to the effect that the Issuer Documents have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding agreements of the Issuer;

(f) An opinion of counsel for the Borrower to the effect that the Borrower Documents have been duly authorized, executed and delivered by the Borrower and are legal, valid and binding agreements of the Borrower;

(g) A written request and authorization signed by an Authorized Issuer Representative authorizing the Trustee to authenticate and to deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee for the account of the Issuer of the amount specified in such request and authorization plus accrued interest, if any, thereon to the date of delivery; and

(h) Such other documents, opinions and certificates as may be reasonably required by the Issuer, the Trustee, Bond Counsel, the Underwriter or Citibank.

The proceeds from the sale of the Bonds shall be paid over directly to the Trustee and deposited to the credit of the Project Fund, as provided under Article V hereof.

**Section 2.06. Temporary Bonds.** Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon its request in writing, the Trustee shall authenticate and deliver

in lieu of any thereof, and subject to the same provisions, limitations and conditions, one or more printed, typewritten or photocopied Bonds in temporary form, substantially of the tenor of the Bonds herein described, and with appropriate omissions, variations and insertions. Such Bond or Bonds in temporary form shall be delivered in denominations authorized by this Indenture, may be numbered using the prefix "T" before any number thereon as authorized by this Indenture, and may bear a legend thereon setting forth the terms for the exchange thereof for Bonds in definitive form. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit of this Indenture. The Issuer shall, without unreasonable delay (unless the Holders of the Bonds issued in temporary form agree otherwise), prepare, execute and deliver to the Trustee, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form, the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in a definitive authorized form in Authorized Denominations, of the same maturity or maturities, bearing the same interest rate or rates and for the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made by the Issuer at the Borrower's expense and without making any charge to the Holders of the Bonds therefor.

**Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds**. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond of like date, maturity, interest rate and denomination as that of the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. The Trustee may, with the consent of the Holder, provide to the Holder a typewritten (or similarly reproduced) Bond certificate in lieu of a printed Bond certificate. In the event any such Bond shall have matured, instead of issuing a duplicate Bond the Trustee may pay the same without surrender thereof. The Issuer and the Trustee may charge the Holder of such Bond their expenses and reasonable fees, if any, in connection with the preparation, execution and authentication of a replacement Bond.

**Section 2.08. Registration, Negotiability, Transfer and Exchange of Bonds; Transfer Restrictions**. All of the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as any of the Bonds shall remain outstanding, the Trustee on behalf of the Issuer shall maintain and keep at the Trust Office, books for the registration and transfer of Bonds (the "Register"); and, upon presentation thereof for such purpose at such office, the Trustee shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as the Issuer or the Trustee may prescribe, any Bond entitled to registration or transfer.

Each Bond shall be transferable only upon the books of the Issuer maintained for such purpose by the Trustee, at the written request of the registered Owner thereof or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of any Bond, the Issuer shall issue, and the Trustee shall authenticate, in the name of the transferee, in Authorized Denominations, a new Bond or Bonds without coupons of the same aggregate principal amount, series, maturity and interest rate as the surrendered Bond.

Other than as required by the terms of this Indenture and the obligations and duties set forth herein, the Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Bond (including any transfers between or among Participants or Beneficial Owners of interests in any global Bond) other than to require delivery of such certificates and other documentation or evidence as is expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof. Subject to Section 10.06(c), neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by the Securities Depository.

The Issuer and the Trustee may deem and treat the person in whose name any Outstanding registered Bond shall be registered upon the books of the Issuer as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

For every exchange or transfer of Bonds, whether temporary or definitive, the Issuer or the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision of this Indenture to the contrary, any fees or expenses of the Issuer or the Trustee incurred in connection therewith (except any applicable tax or other governmental charge) shall be paid by the Borrower as required by the Loan Agreement. The Issuer shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding an interest payment date on the Bonds. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

**Section 2.09. Limitations on Issuer Obligation and Liability**.

(a) The Bonds, together with interest thereon, do not constitute an indebtedness to which the faith and credit of the Issuer or the State are pledged but are special limited obligations of the Issuer payable solely from the Trust Estate, and shall be a valid claim of the respective Holders thereof only against the Trust Estate, which is hereby assigned for the equal and ratable payment of the Bonds and the interest thereon and shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture.

(b) THE BONDS, THE PRINCIPAL OF AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE

SOLELY FROM THE TRUST ESTATE PLEDGED TO SUCH PURPOSES IN THE MANNER AND TO THE EXTENT PROVIDED IN THIS INDENTURE AND NO OTHER REVENUES OR ASSETS OF THE ISSUER NOR ANY PLEDGE OF TAXATION BY THE ISSUER. IN NO EVENT SHALL THE BONDS CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ILLINOIS OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OR TAXING POWERS OF THE STATE OF ILLINOIS OR THE ISSUER ARE PLEDGED. THE BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION AND ARE NOT PAYABLE IN ANY MANNER BY TAXATION.

(c) No agreements or provisions contained herein, or any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, remarketing, delivery and/or exchange of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except as may be payable from the Trust Estate. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Indenture or the Loan Agreement, or in any document executed by the Issuer in connection with the Project or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the Trust Estate. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the Trust Estate. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Issuer's general credit. In making the agreements, provisions, and covenants set forth in this Indenture, the Issuer has not obligated itself, except with respect to the application of the Trust Estate pledged in this Indenture for the payment of the Bonds.

(d) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(e) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Indenture, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any of the Issuer

Indemnified Parties, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Issuer Indemnified Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with the Borrower or the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Issuer Indemnified Party (to the extent any such liability exists) is, by the execution of the Bonds, this Indenture, and the other Issuer Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Indenture, and the other Issuer Documents, is expressly waived and released. To the extent not explicitly provided for herein or in the Indenture, the Issuer's immunities and protections from liability and its right to indemnification in connection with the performance of its duties and functions under this Indenture shall extend to the other Issuer Indemnified Parties.

**Section 2.10. Cancellation and Disposition of Bonds.** All Bonds that have been surrendered for payment, cancellation or for registration of transfer or exchange pursuant to Section 2.08 shall be cancelled and disposed of by the Trustee in accordance with its then-customary procedures and shall not be reissued, and a counterpart of the certificate of disposition evidencing such disposition shall be furnished by the Trustee to the Issuer and, upon written request therefor, to the Borrower and the Investor Limited Partner. Any Bonds so cancelled may be retained by the Trustee for such period of time as the Trustee may determine and shall be disposed of by the Trustee in accordance with its then-customary procedures at the end of such period. Any Bonds so cancelled shall thereafter no longer be considered Outstanding for any purpose of this Indenture or the Loan Agreement.

**Section 2.11. Book-Entry System.**

(a) Except as provided in subparagraph (c) of this Section 2.11, the registered owner of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede & Co. ("Cede"), as nominee of The Depository Trust Company ("DTC"). As provided in Section 2.12(a), on the Funding Date, the Bonds will be removed from the Book-Entry System and shall cease to be registered to Cede. Payment of semi-annual interest for any Bonds shall be made by transfer of same-day funds to the account of Cede on the interest payment date for the Bonds at the address indicated for Cede in the registration books of the Issuer kept by the Trustee.

(b) The Bonds shall be initially issued in the form of a separate single fully registered bond in the amount of each separately stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the registry books of the Issuer kept by the Trustee in the name of Cede, as nominee of DTC. With respect to Bonds registered in the registry books kept by the Trustee in the name of Cede, as nominee of DTC, the Issuer and the Trustee shall have no responsibility or obligation to any participant of DTC (a "Participant") or to any person for whom a Participant acquires an interest in the Bonds (a "Beneficial Owner"). Without limiting the immediately preceding sentence, the Issuer and the

Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Bonds, or (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds. The Issuer and the Trustee may treat as and deem DTC to be the absolute owner of each Bond for the purpose of payment of the principal of and interest on such Bond, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Payments of principal may be made without requiring the surrender of the Bonds, and the Issuer and Trustee shall not be liable for the failure of DTC or any successor thereto to properly indicate on the Bonds the payment of such principal. No person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal of and interest on the Bonds pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in this Indenture shall refer to such new nominee of DTC.

(c) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is not a successor securities depository), Bond certificates will be delivered as described in this Indenture.

(ii) The Issuer or the Trustee, each with the consent of the other, may terminate the services of DTC with respect to the Bonds if it is determined that: (1) DTC is unable to discharge its responsibilities with respect to the Bonds or (2) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interest of the Beneficial Owners of the Bonds. In the event that no substitute securities depository is found by the Issuer, the Borrower or the Trustee, or restricted registration is no longer in effect, Bond certificates will be delivered as described in this Indenture.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to subparagraph (c)(i) of this Section 2.11, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subparagraph (c)(ii) of this Section 2.11 after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer

be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

In connection with any proposed transfer outside the Book-Entry System, the Borrower or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the applicable representation letter of the Issuer addressed to DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by the Bondholders, the Issuer or the Trustee, as the case may be, shall establish a special record date for such consent or other action and give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

**Section 2.12. Governmental Lender Note; Exchange for Bonds.**

(a) If the Conditions to Funding pursuant to the Forward Commitment Agreement have been satisfied on the Initial Mandatory Tender Date, or any subsequent Mandatory Tender Date established upon a remarketing of the Bonds, the Funding Date shall occur and, on such Funding Date, (i) the Bonds shall be subject to mandatory tender in accordance with Section 3.01 hereof, (ii) the purchase price of the Bonds shall be paid by the Trustee with the proceeds received from Citibank to purchase the Governmental Lender Note on deposit in the Funding Loan Fund as set forth in Section 3.01(e), (iii) the Funding Loan Agreement in substantially the form attached hereto as Appendix C and the Borrower Loan Agreement in substantially the form attached hereto as Appendix D shall be delivered by the respective parties and become effective and shall supersede this Indenture and the Loan Agreement, respectively, (iv) the Bonds shall be removed from the Book-Entry System and exchanged for a physical Governmental Lender Note (in the form attached as Exhibit A to the Funding Loan Agreement) which shall be purchased by Citibank, (v) the Mortgage Loan shall be repaid with amounts on deposit in the Collateral Fund and certain other funds of the Borrower, (vi) any amount not otherwise transferred from the Collateral Fund for repayment of the Mortgage Loan, and any amounts remaining in the Bond Proceeds Fund following the payment of the purchase price of the Bonds, shall be transferred to Citibank at the direction of Citibank and administered as set forth in the Funding Loan

Agreement, (vii) thereafter all of the Trustee's duties and obligations with respect to the Bonds, the Governmental Lender Note, this Indenture, the Loan Agreement, and the related documents (other than the Tax Regulatory Agreement in accordance with the terms thereof) will cease and terminate, and (viii) there shall be delivered by Bond Counsel an opinion to the effect that the delivery and purchase of the Governmental Lender Note in the manner set forth herein on the Funding Date will not, in and of itself, cause interest on the Bonds or the Governmental Lender Note to be includable in gross income for federal income tax purposes.

(b) The Issuer, subject to Section 7.02(d), as governmental lender agrees to execute and deliver the Funding Loan Agreement, the Governmental Lender Note and the Borrower Loan Agreement and any other Funding Loan Documents (as defined in the Funding Loan Agreement) to be executed in connection with Citibank's purchase of the Governmental Lender Note which shall be exchanged for the Bonds in the aggregate principal amount set forth in Section 2.12(a) above on the Funding Date.

(c) The Governmental Lender Note shall mature on the Maturity Date, subject to earlier prepayment as provided in the Funding Loan Agreement. The unpaid principal balance of the Governmental Lender Note shall be paid on the dates and in the amounts set forth in the Borrower Note (as defined in the Funding Loan Agreement).

(d) The purchase of the Governmental Lender Note by Citibank shall be conditioned upon the satisfaction of the Conditions to Funding including the delivery of the items set forth in Section 6.1 of the Funding Loan Agreement.

## ARTICLE III

## MANDATORY TENDER AND REMARKETING OF BONDS

**Section 3.01. Mandatory Tender.**

(a) All Outstanding Bonds shall be subject to mandatory tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by check or draft, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

(b) The Mandatory Tender Dates shall consist of (i) the Initial Mandatory Tender Date, and (ii) any subsequent dates for mandatory tender of the Bonds established by the Borrower, with the consent of the Investor Limited Partner, the Mortgage Lender, CHA and Citibank, and with the consent of the Remarketing Agent in connection with a remarketing of the Bonds pursuant to Section 3.03 hereof.

(c) While tendered Bonds are in the custody of the Trustee pending purchase pursuant hereto, the tendering Holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Bonds through the day preceding the applicable Mandatory Tender Date is to be paid as if such Bonds had not been tendered for purchase.

(d) Notwithstanding anything herein to the contrary, any Bond tendered under this Section 3.01 will not be purchased if such Bond matures or is redeemed on or prior to the applicable Mandatory Tender Date.

(e) The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. Local Time on the Mandatory Tender Date in the following priority:

(i) if such date is also the Funding Date, with respect to principal, the Trustee shall us funds on deposit in the Funding Loan Fund (representing the purchase price of the Governmental Lender Note received from Citibank) and to the extent not sufficient, from amounts on deposit in the Collateral Fund and then the Bond Proceeds Fund; and with respect to interest, amounts on deposit in the Bond Fund and to the extent not sufficient, amounts on deposit in the Negative Arbitrage Account.

(ii) if such date is not also the Funding Date, with respect to principal, the Trustee shall use funds on deposit in the Remarketing Proceeds Account (representing proceeds of remarketed Bonds) and to the extent not sufficient, from amounts on deposit in the Collateral Fund, and then the Bond Proceeds Fund, and with respect to interest and with respect to interest, amounts on deposit in the Bond Fund and to the extent not sufficient, amounts on deposit in the Negative Arbitrage Account.

(f) Bonds shall be deemed to have been tendered for purposes of this Section 3.01 whether or not the Holders shall have delivered such Undelivered Bonds to the Trustee, and subject to the right of the Holders of such Undelivered Bonds to receive the purchase price of such Bonds and interest accrued thereon to the Mandatory Tender Date, such Undelivered Bonds shall be null and void. If such Undelivered Bonds are to be remarketed, the Trustee shall authenticate and deliver new Bonds in replacement thereof pursuant to the remarketing of such Undelivered Bonds.

**Section 3.02. Mandatory Tender, Redemption or Retirement Notice.**

(a) Not less than 20 days preceding the Initial Mandatory Tender Date and 30 days preceding any other Mandatory Tender Date, the Trustee shall give written notice of mandatory tender, redemption or retirement to the Holders of the Bonds then Outstanding (with a copy to the Borrower, the Investor Limited Partner and the Remarketing Agent) by first class mail, postage prepaid, at their respective addresses appearing on the Register stating:

(i) the Mandatory Tender Date and that (A) all Outstanding Bonds are subject to mandatory tender for purchase or redemption or retirement on the Mandatory Tender Date, (B) all Outstanding Bonds must be tendered for purchase, redemption or retirement no later than 12:00 Noon Local Time on the Mandatory Tender Date and (C) Holders will not have the right to elect to retain their Bonds;

(ii) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for purchase, redemption or retirement and the date of the required delivery;

(iii) that all Outstanding Bonds will be purchased, redeemed or retired, as applicable, on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to the Mandatory Tender Date;

(iv) any Bonds not tendered or presented for redemption or retirement will nevertheless be deemed to have been tendered, redeemed or retired and will cease to bear interest from and after the Mandatory Tender Date; and

(v) the CUSIP numbers of the Bonds to be tendered, redeemed or retired.

(b) In the event that any Bond required to be delivered to the Trustee for payment of the purchase price, redemption price or retirement price of such Bond shall not have been delivered to the Trustee on or before the 20th day following a Mandatory Tender Date, the Trustee shall mail a second notice to the Holder of the Bond at its address as shown on the Register setting forth the requirements set forth in this Indenture for delivery of the Bond to the Trustee and stating that delivery of the Bond to the Trustee (or compliance with the provisions of this Indenture concerning payment of lost, stolen or destroyed Bonds) must be accomplished as a condition to payment of the purchase price, redemption price or retirement price applicable to the Bond.

(c) Neither failure to give or receive any notice described in this Section 3.02, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this Section 3.02. Notices of tender, redemption and retirement may be conditional.

**Section 3.03. Remarketing of Bonds.**

(a) No later than 11:00 a.m. Local Time on the 35th day prior to each Mandatory Tender Date, the Trustee shall give notice to the Issuer, the Borrower, the Investor Limited Partner, Citibank, and the Remarketing Agent by telephone or telecopy, confirmed on the same day in writing, which states the Mandatory Tender Date and that all of the Bonds are to be tendered or deemed to be tendered or redeemed on the Mandatory Tender Date pursuant to Section 3.01 hereof.

(b) No later than 11:00 a.m. Local Time on the fifteenth day prior to the Mandatory Tender Date then in effect, the Borrower may give notice to the Remarketing Notice Parties by telephone or telecopy, confirmed on the same day in writing, that it elects to cause the Bonds to be remarketed. A remarketing of the Bonds shall be permitted only if the following conditions are satisfied no later than the time the foregoing election notice is given:

(i) Notice by the Borrower to the Issuer, the Investor Limited Partner, the Remarketing Agent and the Trustee of the Remarketing Period pursuant to and in accordance with Section 4.05 of the Loan Agreement;

(ii) Delivery to the Issuer, the Trustee and the Remarketing Agent of a preliminary Cash Flow Projection with respect to the proposed Remarketing Period; and

(iii) The Borrower shall have notified the Trustee in writing that it has approved as to form and substance any disclosure document or offering materials which, in the Opinion of Counsel to the Remarketing Agent, is necessary to be used in connection with the remarketing of the Outstanding Bonds.

(c) Not less than 10 days before each Remarketing Date, the Remarketing Agent shall offer for sale and use its best efforts to sell the Bonds Outstanding on the Remarketing Date at a price equal to 100% of the principal amount of such Bonds plus, if such Remarketing Date is a date other than an Interest Payment Date, accrued interest on such Bonds from the preceding Interest Payment Date to which interest has been paid. Not less than four Business Days before each Remarketing Date, the Remarketing Agent shall give notice, by telephone or telecopy, promptly confirmed in writing, to the Remarketing Notice Parties specifying the principal amount of Bonds, if any, it has remarketed (including Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account), the Remarketing Rate(s) and the Remarketing Period applicable to the Bonds.

The Remarketing Agent shall remarket any Bond tendered pursuant to Section 3.01 hereof; provided, however, that no such Bond shall be remarketed at a price less than 100% of the principal amount thereof plus accrued interest (if any) without the prior written consent of the Borrower and the General Partner; and provided, further, that the purchase price of any Bond paid to the tendering Holder allocable to such discount shall be paid with Eligible Funds made available by the Borrower therefor and on deposit with the Trustee prior to the remarketing of such Bonds. The Remarketing Agent shall have the right to purchase any Bond tendered or deemed tendered pursuant to Section 3.01 hereof at 100% of the principal amount thereof, and to thereafter sell such Bond. Any such purchase shall constitute a remarketing hereunder.

The Remarketing Agent shall not remarket any Bond to the Issuer, the Borrower, any guarantor of the Bonds or any person which is an "insider" of or "related person" to

the Issuer, the Borrower, or any such guarantor within the meaning of the Bankruptcy Code.

(d) If, not less than four or two Business Days, as applicable, preceding the Remarketing Date:

(i) if, not less than four Business Days preceding the Remarketing Date, the Remarketing Agent shall have notified the Trustee in writing of the remarketing of the Outstanding Bonds and that the proceeds from the remarketing (including proceeds of remarketing of Outstanding Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account) and other Eligible Funds equal to the amount needed to purchase the remarketed Bonds on the Remarketing Date are expected to be available to the Trustee on the Remarketing Date for deposit into the Remarketing Proceeds Account;

(ii) if, not less than four Business Days preceding the Remarketing Date, the Trustee shall have received written notice from the Remarketing Agent that the Remarketing Agent has received a Confirmation of Rating from the Rating Agency, together with a copy of such Confirmation of Rating from the Rating Agency; or

(iii) if, not less than two Business Days preceding the Remarketing Date, there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the Extension Payment set forth in the Cash Flow Projection for deposit to the Negative Arbitrage Account of the Bond Fund with respect to the payment of interest and principal during the new Remarketing Period;

(iv) if, not less than two Business Days preceding the Remarketing Date, there shall either (A) be on deposit with the Trustee in the Costs of Issuance Fund an amount sufficient to pay the estimated Remarketing Expenses as certified in writing to the Trustee by the Borrower, or (B) the Remarketing Agent shall have certified in writing to the Trustee that provision for the payment of the estimated Remarketing Expenses shall have been made to the satisfaction of the Remarketing Agent;

then the Trustee shall immediately give notice, by telephone or telecopy, which notice shall be immediately confirmed in writing, to the Remarketing Agent, the Borrower and the Investor Limited Partner that (a) all conditions precedent to the remarketing of the Outstanding Bonds have been satisfied and (b) the sale and settlement of the Outstanding Bonds is expected to occur on the Remarketing Date. Following the Trustee's notice, the Outstanding Bonds shall be sold to the purchasers identified by the Remarketing Agent for delivery and settlement on the Remarketing Date, and the Trustee shall apply the funds in the Remarketing Proceeds Account of the Bond Fund on the Remarketing Date to payment of the purchase price of the Outstanding Bonds.

(e) If, not less than four or two Business Days, as applicable, preceding a Remarketing Date, any condition set forth in paragraph (d) of this Section 3.03 has not been satisfied, then, unless the Outstanding Bonds are otherwise purchased on the Remarketing Date, the Remarketing Agent shall not sell any of the Outstanding Bonds on the Remarketing Date.

(f) No later than 11:00 a.m. Local Time on each Remarketing Date, the Remarketing Agent shall pay to the Trustee, in immediately available funds, the proceeds theretofore received by the Remarketing Agent from the remarketing of Bonds tendered for purchase on such Remarketing Date; provided that the Remarketing Agent may use its best efforts to cause the purchasers of the remarketed Bonds to pay the purchase price plus accrued interest (if any) to the Trustee in immediately available funds. The proceeds from the remarketing of the Bonds shall be segregated from any funds of the Borrower and the Issuer and shall in no case be considered to be or be assets of the Borrower or the Issuer. Funds representing remarketing proceeds received by the Remarketing Agent after 11:00 a.m. Local Time on each Remarketing Date shall be paid to the Trustee as soon as practicable upon such receipt.

(g) On or before the Business Day next preceding each Remarketing Date, the Remarketing Agent, by telephonic advice, shall notify the Trustee of (i) the principal amount of Bonds to be sold by the Remarketing Agent pursuant to this Section 3.03 hereof and the purchase price, and, unless the Bonds are then in the Book-Entry System, the names, addresses and social security numbers or other tax identification numbers of the proposed purchasers thereof and (ii) the principal amount of Bonds tendered for purchase on such Remarketing Date which will not be sold by the Remarketing Agent pursuant to this Section 3.03 hereof. Such telephonic advice shall be confirmed by written notice delivered or electronically communicated at the same time as the telephonic advice.

Bonds purchased by the Trustee on a Mandatory Tender Date that have been remarketed shall be delivered to the purchasers thereof as directed by the Remarketing Agent. Bonds delivered as provided in this Section shall be registered in the manner directed by the recipient thereof.

**Section 3.04. Mandatory Redemption or Retirement.** The Bonds are subject to mandatory redemption or retirement, in whole, on any Mandatory Tender Date, upon the occurrence of any of the following events: (i) the Borrower has not previously elected pursuant to Section 3.03 hereof and Section 4.05 of the Loan Agreement to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in Section 3.03(b) or Section 3.03(d) have not been met by the dates and times set forth herein, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. The Bonds shall be redeemed at a redemption price equal to 100% of the principal amount of such Bonds plus accrued interest to the applicable redemption date from funds on deposit in, or transferred from, the Bond Fund, the Collateral Fund, and the Project Fund.

**Section 3.05. Optional Redemption; Notice of Optional Redemption.**

(a) The Bonds are subject to optional redemption prior to their maturity, at the written direction of the Borrower with the prior written consent of the Mortgage Lender, CHA and the Investor Limited Partner, either in whole or in part on any date on or after the later to occur of (i) the date that the Project is placed in service, as certified in writing by the Borrower to the Issuer and the Trustee, and (ii) the Mandatory Tender Date, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest, but without premium, to the redemption date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Collateral Fund, (ii) amounts on deposit in the Bond Fund, other than funds in the Negative Arbitrage Account therein, (iii) amounts on deposit in the Project Fund, and (iv) any other Eligible Funds available or made available for such purpose at the direction of the Borrower.

(b) Not less than twenty (20) days preceding the redemption date, the Trustee shall give written notice of optional redemption to the Holders of the Bonds then Outstanding (with a copy to the Issuer, the Borrower, the Investor Limited Partner and the Remarketing Agent) by first class mail, postage prepaid, at their respective addresses appearing on the Register stating: (i) the proposed redemption date; (ii) the redemption price; (iii) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed); (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (v) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for redemption and the date of the required delivery. Notices of redemption may state that no representation is made as to the accuracy or correctness of the CUSIP number or numbers provided thereon or on the Bonds. Notice of optional redemption may be conditional. Neither failure to give or receive any notice described in this heading, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this section.

**Section 3.06. Cancellation of Bonds.** The Trustee shall immediately cancel Bonds if the tender price of the Bonds is paid from amounts other than proceeds derived from the remarketing of the Bonds; provided, however, on the Initial Mandatory Tender Date, or any subsequent Mandatory Tender Date established upon a remarketing of the Bonds, the Bonds shall be exchanged for the Governmental Lender Note in accordance with Section 2.12 hereof.

## ARTICLE IV

## REVENUES AND FUNDS

**Section 4.01. Creation of Funds.** The following trust funds are hereby created by the Issuer and ordered established with the Trustee, to be maintained in the custody of the Trustee

each as a separate bank account, to be used for the purposes as hereinafter provided in this Indenture:

(a) Bond Fund. The Bond Fund, and within the Bond Fund, the "Negative Arbitrage Account" and the "Remarketing Proceeds Account."

(b) Project Fund. The Project Fund which fund shall be administered in accordance with the provisions of Section 4.08 and Section 5.02 of this Indenture.

(c) Rebate Fund. The Rebate Fund, which fund shall be administered in accordance with the provisions of Section 4.06 of this Indenture. Moneys held in the Rebate Fund are not held for the benefit of the Owners and are not part of the Trust Estate.

(d) Costs of Issuance Fund. Moneys held in the Costs of Issuance Fund that are not proceeds of the Bonds are not held for the benefit of the Owners and are not part of the Trust Estate. Any moneys held in the Costs of Issuance Fund that are proceeds of the Bonds are held for the benefit of the Owners and are part of the Trust Estate.

(e) Collateral Fund. The Collateral Fund, which fund shall be administered in accordance with the provisions of Section 4.08 of this Indenture. Moneys held in the Collateral Fund are held for the benefit of the Owners and are part of the Trust Estate.

(f) Funding Loan Fund. The Funding Loan Fund shall be administered in accordance with the provisions of Section 4.09 of this Indenture. Moneys held in the Funding Loan Fund shall be used to purchase the Bonds upon the Funding Date when the Bonds will be exchanged for the Governmental Lender Note.

(g) Expense Fund. The Expense Fund, which fund shall be administered in accordance with the provisions of Section 4.10 of this Indenture. Moneys held in the Expense Fund are not held for the benefit of the Owners and are not part of the Trust Estate.

The Trustee may create one or more accounts or subaccounts within any fund authorized by this Indenture for the purpose of accounting for funds deposited into or held in each fund or for carrying out any of the requirements of this Indenture. The Trustee may transfer funds between accounts and subaccounts within any fund.

In the event certain moneys are deposited with the Trustee prior to the Closing Date, whether or not pursuant to one or more letters of instruction from the provider or providers of such moneys, such moneys shall be held by the Trustee subject to the terms and conditions of this Indenture, in addition to the terms of any such letter(s) of instruction. For such purpose, the standards of care, any provisions governing the responsibilities, protections and indemnification and other provisions relating to the Trustee contained in this Indenture and in the Loan Agreement (the "Effective Provisions") shall be effective as of the first date of receipt by the Trustee of such

moneys. The Effective Provisions shall be deemed incorporated into any such letter(s) of instructions.

**Section 4.02. Deposits into and Use of Moneys in the Bond Fund.** The Bond Fund and amounts on deposit in the Bond Fund are to be invested pursuant to Section 6.01 hereof. Any Extension Payment received by the Trustee in connection with an extension of the Mandatory Tender Date pursuant to Section 3.03 hereof shall also be deposited into the Negative Arbitrage Account. The Trustee is authorized to release funds in the Negative Arbitrage Account to the Borrower upon receipt of a written instruction from the Borrower, an updated Cash Flow Projection and a Confirmation of Rating.

Bond Service Charges shall be payable as they become due, (i) in the first instance from money on deposit in the Bond Fund (excluding the Negative Arbitrage Account therein), (ii) next from money on deposit in the Negative Arbitrage Account of the Bond Fund, (iii) next from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund and (iv) thereafter, from money on deposit in the Project Fund and transferred as necessary to the Bond Fund.

Except as provided in Section 4.05 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds when due.

**Section 4.03. Custody of the Bond Fund.** The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee (a) to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same become due and payable, and (b) to make such funds so withdrawn available to the Trustee, as paying agent, for the purpose of paying such principal and interest, which authorization and direction the Trustee accepts.

**Section 4.04. Non-Presentment of Bonds.** Subject to the provisions of Section 10.21 hereof, in the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liability of the Issuer to the Holder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on its part under this Indenture or on, or with respect to, such Bond. Any such Bonds shall cease to bear interest on the specified maturity and such Bonds or portions thereof shall no longer be protected by or subject to the benefit or security of this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture.

**Section 4.05. Payment of Excess Moneys in Bond Fund.** Any amounts remaining in the Bond Fund (except for amounts then held by the Trustee for payment of principal of, or interest on any of the Bonds) after payment in full of the purchase price of the Bonds on the final Mandatory Tender Date, and other costs associated with the conversion of the Bonds, the payment of any Rebate Amount, and payment in full of any outstanding fees and expenses of the Paying Agent, the Issuer (including, without limitation, all Issuer Fees and Expenses and any indemnification payments owed pursuant to the Loan Agreement) and the Trustee and its counsel

and any other fees, costs and expenses due under the Documents, shall, upon written instruction to the Trustee from the Borrower and Citibank, be deposited as directed by Citibank and administered as provided under the terms of the Funding Loan Agreement; *provided*, that, the Trustee is furnished with an opinion of Bond Counsel substantially to the effect that such deposit will not, in and of itself adversely affect any excludability of interest on the Bonds from gross income for federal income tax purposes.

**Section 4.06. Rebate Fund; Rebate Amount; Tax Certificates Controlling**. The Trustee shall deposit into the Rebate Fund amounts paid by the Borrower pursuant to the Tax Certificates and written direction from the Borrower.

(a) The determination of the Rebate Amount shall be made in accordance with the Arbitrage Certificate and the Rebate Amount shall be paid at such times and in such installments as provided therein. As further provided in the Tax Certificates, the Borrower shall be responsible for calculating or causing to be calculated and paying the Rebate Amount. If at any time when the Trustee is required to withdraw money from the Rebate Fund and to pay to the United States of America the amount so withdrawn as the Rebate Amount, the amount held by the Trustee to the credit of the Rebate Fund is insufficient to permit such withdrawal and payment, the Trustee, after delivering a demand for such deficiency to the Borrower, shall withdraw, *first,* from the Project Fund, and, *second,* from any other funds established hereunder, such amounts as may be needed to make the amount held for the credit of the Rebate Fund, after such transfers, equal to the amount required to be withdrawn and paid to the United States of America and transfer the amounts so withdrawn in each case to the Rebate Fund. This Section 4.06(a) shall supersede all other sections of this Indenture, to the end that the excludability from gross income for the purposes of federal income taxation of interest on the Bonds shall not be adversely affected as a result of the inadequacy at any time of the Rebate Fund, unless the total amount held by the Trustee under all funds established hereunder is insufficient, and no money for such purpose is provided by the Borrower.

(b) Neither the Issuer nor the Trustee shall be obligated to pay any portion of the Rebate Amount (except from funds on deposit in the Rebate Fund). In addition, neither the Issuer nor the Trustee shall have any responsibility with respect to the calculation of the Rebate Amount. The Trustee shall not be responsible for the adequacy or correctness of any rebate report. The Trustee shall be deemed conclusively to have complied with the provisions of this Indenture and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions of the Borrower or the Rebate Analyst and it shall have no independent duty to review or enforce the Issuer's, the Borrower's or the Rebate Analyst's compliance with such rebate requirements. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Borrower's or the Rebate Analyst's opinions, calculations, determinations, directions, and certifications required by this Section. Except to the extent expressly herein provided, the Trustee shall in no instance be responsible or liable for the tax treatment of the Bonds, the Issuer's, the Borrower's or the Rebate

Analyst's compliance with the Code, or any other tax consequences in connection with the Bonds.

(c) Any moneys held as part of the Rebate Fund and not immediately required to be paid to the United States pursuant to the Arbitrage Certificate shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Governmental Obligations or in any money market or short term investment fund investing in or consisting solely of and secured by Governmental Obligations, including any such fund maintained by the Trustee or an affiliate thereof, having maturities consonant with the need for moneys as reasonably estimated by the Borrower. In connection with the investment of moneys held as part of the Rebate Fund (as provided in Section 6.02 hereof), interest and other income received on the investment of moneys held as part of the Rebate Fund shall be credited to the Rebate Fund. Except for the performance of its duties expressly set forth herein or in the other Documents, the Trustee shall not be responsible or liable for the tax treatment of the Bonds, the Issuer's, the Borrower's or the Rebate Analyst's compliance with the Code, or any other tax consequences in connection with the Bonds. The Trustee shall be deemed conclusively to have complied with the provisions of this Indenture and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions provided by the Borrower or the Rebate Analyst, and it shall have no independent duty to review or enforce the Issuer's, the Borrower's or the Rebate Analyst's compliance with such rebate requirements.

(d) As provided in the Arbitrage Certificate, the Borrower is required to (i) obtain a rebate calculation with respect to the Rebate Amount upon the redemption in whole or final maturity of the Bonds and either (ii) (a) pay to the Trustee for deposit into the Rebate Fund an amount of money as determined by such calculation within 30 days of such calculation or (b) provide the Trustee with written notice (signed by the Borrower Representative and the Rebate Analyst) that (1) no deposit is required or (2) the amount in the Rebate Fund is in excess of the amount required to be on deposit as determined by the most recent rebate calculation, in which case the Trustee shall, with the prior written consent of the Issuer, pay such excess over to the Borrower. If the Trustee does not receive either of the items required in subsection (d)(ii)(a) or (d)(ii)(b) above within 30 days after the completion of construction of the Project, the Trustee shall notify the Issuer; provided, however, that the Trustee shall not incur any liability if it should fail to provide such notice.

(e) Notwithstanding anything to the contrary in this Indenture, the Loan Agreement, the Funding Loan Agreement or the Borrower Loan Agreement, to the extent of any conflict or ambiguity as between the provisions of the foregoing documents and the Tax Certificates, the requirements of the Tax Certificates shall control.

**Section 4.07. Costs of Issuance Fund**. On the Closing Date, the Trustee shall deposit the Costs of Issuance Deposit, if any, into the Costs of Issuance Fund to pay the Costs of Issuance

from amounts available therein. The Trustee shall disburse any funds on deposit in the Costs of Issuance Fund upon receipt by the Trustee of a Requisition or a Closing Memorandum. Any funds remaining in the Costs of Issuance Fund more than one hundred 180 days after the Closing Date, and not specifically committed to the payment of Costs of Issuance shall be returned to the Borrower upon Borrower's written request, to the extent such funds are not Bond proceeds or otherwise restricted funds, and the Costs of Issuance Fund shall be closed. If such remaining funds are Bond proceeds or otherwise restricted, such funds shall be deposited by the Trustee into the Bond Fund in accordance with a written direction to Trustee from Borrower.

On the Closing Date, the Borrower shall pay or cause to be paid to the Title Company an amount sufficient to pay the Costs of Issuance incurred in connection with the issuance of the Bonds, and the Title Company shall disburse such funds to pay the Costs of Issuance pursuant to the written direction of the Borrower as set forth in the Closing Memorandum.

**Section 4.08. Collateral Fund; Project Fund**. Upon receipt, the Trustee shall deposit into the Collateral Fund all Eligible Funds received pursuant to Section 4.06 of the Loan Agreement and any other Eligible Funds received by the Trustee for deposit into the Collateral Fund. Section 4.06 of the Loan Agreement requires the Borrower to cause Eligible Funds to be delivered to the Trustee for deposit into the Collateral Fund in a principal amount equal to, and as a prerequisite to the disbursement of, the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Project Costs.

Each deposit into the Collateral Fund shall constitute an irrevocable deposit solely for the benefit of the Holders, subject to the provisions hereof.

The Trustee shall transfer money in the Collateral Fund as follows: (i) if such date is also the Funding Date, all funds then on deposit in the Collateral Fund shall be paid to the Mortgage Lender to pay the principal of the Mortgage Loan and, to the extent the amount in the Collateral Fund exceeds the outstanding principal balance of the Mortgage Loan, the balance, if any, remaining on deposit to the Collateral Fund shall be distributed at the direction of the Borrower and Citibank to a disbursing account held by the Funding Lender for the benefit of the Project, (ii) if such date is not the Funding Date, on a Mandatory Tender Date, to the Bond Fund, the amount necessary to pay the purchase price of the Bonds, to the extent amounts on deposit in the Remarketing Proceeds Account and the Negative Arbitrage Account of the Bond Fund are insufficient therefor; and (iii) on any redemption date of the Bonds, to the Bond Fund the amount, together with amounts on deposit in the Bond Fund, necessary to pay the principal and interest due on the Bonds on such date.

The Bonds shall not be, and shall not be deemed to be, paid or prepaid by reason of any deposit into the Collateral Fund unless and until the amount on deposit in the Collateral Fund is transferred to the Bond Fund and applied to the payment of the principal of any of the Bonds or the principal component of the redemption price of any of the Bonds, all as provided in this Indenture.

To the extent moneys are not otherwise provided to the Trustee to make the necessary interest and principal payments on each Interest Payment Date, including moneys deposited into the Bond Fund or the Collateral Fund, the Trustee shall, without further written direction, transfer

from the Project Fund to the Bond Fund sufficient Eligible Funds to make such necessary interest and principal payments on each Interest Payment Date.

Upon receipt, the Trustee shall deposit the proceeds of the Bonds (including the principal of, and premium, if any, on, the Bonds) into the Project Fund. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested by the Issuer or the Borrower, after the Project has been completed and a Completion Certificate is filed by the Borrower as provided herein, the Trustee shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the Issuer and the Borrower.

If on the Funding Date there are amounts remaining in the Project Fund, such amounts remaining in the Project Fund shall be distributed at the direction of Citibank to a disbursing account held by Citibank to pay additional costs of the Project.

The Borrower expects that the Project will proceed substantially in accordance with the Construction Draw Schedule, except as otherwise approved by the Mortgage Lender and CHA. Each Requisition submitted to the Trustee shall evidence and request disbursements from the Project Fund and/or the Costs of Issuance Fund.

Notwithstanding any other provision of this Indenture to the contrary, after the Closing Date the Trustee shall not disburse moneys from the Project Fund, other than to pay Bond Service Charges on the Bonds, unless and until the Trustee receives satisfactory evidence that Eligible Funds in an amount equal to or greater than the requested disbursement amount (the "Collateral Deposit") has been deposited in the Collateral Fund. Prior to making any disbursement, the Trustee shall verify that upon making the disbursement, the aggregate amount to be held in (i) the Bond Fund, (ii) the Collateral Fund and (iii) the Project Fund, together with projected investment earnings thereon, will be sufficient to pay Bond Service Charges on the outstanding Bonds as and when they become due. In the event that, following receipt of the Collateral Deposit and Requisition, the Trustee determines that it cannot correspondingly disburse Bond proceeds from the Project Fund to or at the direction of the Borrower, the Mortgage Lender or CHA, as applicable, the Trustee shall immediately notify the Borrower, the Mortgage Lender and CHA, as applicable, of the reason for such determination and shall, immediately upon the request of the Borrower or the Mortgage Lender or CHA, as applicable, return the subject Collateral Deposit to the party that deposited such Collateral Deposit with the Trustee.

The proceeds of the Bonds shall be allocated exclusively to pay costs that (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 142(d) of the Code; and (ii) shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located, so that each building and the land on which it is located will have been financed 25% or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code; provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided, further, failure to comply with this

representation, covenant and warranty shall not constitute a default or Event of Default under this Indenture.

Upon the occurrence and continuance of an Event of Default hereunder because of which the principal amount for the Bonds has been declared to be due and immediately payable under this Indenture, any moneys remaining in the Project Fund shall be promptly transferred by the Trustee to the Bond Fund for payment of Bond Service Charges.

Notwithstanding anything contained in this Indenture or any of the Borrower Documents to the contrary, the Trustee shall make the disbursement from the Project Fund on the Closing Date upon receipt of, and pursuant to, the closing memorandum signed by a Borrower Representative identifying the amounts to be paid and the respective payees in lieu of a Requisition.

**Section 4.09. Funding Loan Fund**. On the Funding Date, the Trustee shall deposit into the Funding Loan Fund the proceeds of the Funding Loan received from Citibank to purchase the Governmental Lender Note on the Funding Date, which amount shall be used on the Funding Date to purchase the Bonds which shall be exchanged for the Governmental Lender Note.

**Section 4.10. Expense Fund**. The Trustee shall deposit into the Expense Fund amounts received from the Borrower for the purpose of paying the Trustee's Fee, the Issuer Fees and Expenses, fees of the Rebate Analyst and any other fees and expenses required to be paid by or on behalf of the Borrower under the Loan Agreement. The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Expense Fund to pay (a) the Issuer Administrative Fee and any additional Issuer Fees and Expenses, if any, payable in connection with the Reserved Rights and (b) such amounts to the proper persons on the dates and in the amounts due when evidenced by a written invoice and written instruction of the Borrower to pay such amount. Amounts on deposit in the Expense Fund shall be withdrawn or maintained, as appropriate, by the Trustee to pay (i) to the Trustee, the Trustee's Fee, (ii) to the Issuer, the Issuer Fees and Expenses, (iii) upon receipt, to the Trustee, any amounts due to the Trustee which have not been paid, other than amounts paid in accordance with clause (i) hereof, (iv) upon receipt, to, or at the written direction of, the Issuer, any unpaid amounts owed to the Issuer in connection with the Reserved Rights, other than amounts paid in accordance with clause (ii) above, and (v) pay any fees of the Rebate Analyst when due.

In addition, any additional fees and expenses of Bond Counsel shall be timely funded by payments made directly by the Borrower to Bond Counsel or, if preferred by Bond Counsel, additional deposits by the Borrower into the Expense Fund of moneys not derived from the proceeds of the Bonds, and the Trustee shall use such amounts to pay such additional fees and expenses of Bond Counsel, as directed by the Borrower in writing.

In the event that the amounts on deposit in the Expense Fund are not equal to the amounts payable from the Expense Fund as provided in the preceding paragraphs on any date on which such amounts are due and payable, the Trustee shall give notice to the Borrower of such deficiency and of the amount of such deficiency and request payment within two Business Days to the Trustee of the amount of such deficiency.

Written notice of any insufficiency, which results in the Issuer not receiving the Issuer Fees and Expenses on the applicable due date, shall be provided by the Trustee to the Issuer (with a copy to the Borrower) not later than 10 days after the respective due date.

Upon payment by the Borrower to the Trustee of such deficiency, the amounts for which such deficiency was requested shall be paid by the Trustee.

## ARTICLE V

## CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 5.01. Custody and Application of Project Fund and Bond Fund.** On the Closing Date, the proceeds received upon the issuance and sale of the Bonds shall be deposited into the Project Fund and Bond Fund (if accrued interest) and invested by the Trustee as set forth in Section 6.01 hereof.

**Section 5.02. Procedure for Making Disbursements from Project Fund.** Upon the deposit of Eligible Funds into the Collateral Fund, as provided in Section 4.08 hereof, the Trustee shall disburse the proceeds of the Bonds on deposit in the Project Fund on such date (which shall be requisitioned solely to pay the Costs of the Project) only upon receipt by the Trustee of (i) a signed Requisition in substantially the form attached as Appendix B hereto approved in writing by the Mortgage Lender and/or CHA, as applicable, depending upon the source of collateral and (ii) certification by a Borrower Representative that at least 95% of the total Costs of the Project intended to be paid with Bond proceeds are Qualified Project Costs pursuant to Section 142 of the Code, the Trustee shall disburse from the Project Fund Bond proceeds, in the amount set forth in the applicable Requisition (which proceeds shall be requisitioned solely to pay Costs of the Project). To the extent money on deposit in the Project Fund is invested in Eligible Investments, the Trustee shall not sell or otherwise terminate such Eligible Investments prior to their stated maturity date and instead the Trustee is hereby instructed to make the following allocations and exchanges, which allocations and exchanges shall occur prior to the disbursement of amounts on deposit in the Project Fund to pay Costs of the Project: (a) allocate all or a portion of the Eligible Investments in the Project Fund, in the amount specified in the request for disbursement, to the Collateral Fund, and (b) transfer to the Project Fund a like amount of Eligible Funds on deposit in the Collateral Fund to be disbursed in accordance with this Section. The Issuer shall have no involvement and/or discretion with respect to the review and approval of Requisitions or the disbursement of funds from the Project Fund.

The Trustee shall not disburse money from the Project Fund, other than to pay interest and principal on the Bonds as otherwise permitted hereunder, unless and until Eligible Funds in an amount equal to or greater than the requested disbursement amount has been deposited into the Collateral Fund in accordance with Section 4.08 hereof. In accordance with Section 3.03 of the Loan Agreement, and prior to making any disbursement from the Project Fund (except to make necessary interest and principal payments on the Bonds as otherwise permitted hereunder), the Trustee shall determine that the aggregate account balance in (a) the Collateral Fund and (b) the Project Fund (less the requested disbursement amount) is at least equal to the then-Outstanding principal amount of the Bonds.

Money in the Project Fund shall be disbursed in accordance with the provisions of Section 3.03 of the Loan Agreement and this Section 5.02. To the extent moneys are not otherwise provided to the Trustee to make the necessary interest and principal payments on each Interest Payment Date, including moneys deposited into the Bond Fund or the Collateral Fund, the Trustee shall, without further written direction, transfer from the Project Fund to the Bond Fund sufficient Eligible Funds to make such necessary interest and principal payments on each Interest Payment Date.

Notwithstanding anything contained in this Indenture or any of the Borrower Documents to the contrary, with respect to Eligible Funds funded by the Mortgage Lender and the CHA for deposit into the Collateral Fund, the Trustee shall be irrevocably and unconditionally obligated to disburse an equal amount of funds from the Project Fund to either the Mortgage Lender, the CHA, the Borrower or the Title Company pursuant to a Requisition as directed by the Mortgage Lender and/or the CHA, as applicable, to pay the Costs of the Project. Such disbursements shall be made pursuant to a Requisition and shall not be made more frequently than once per month.

Subject to the Trustee's obligation to return the Eligible Funds funded by the Mortgage Lender and the CHA to the Mortgage Lender, the CHA or other providers of Eligible Funds as set forth in this Section 5.02, the Trustee and the Issuer shall not, in any event, be responsible or liable to any person for the disbursement of, or failure to disburse, moneys from the Project Fund or any part thereof, and no contractor, subcontractor or material or equipment supplier or their respective successors and assigns shall have any right or claim against the Trustee or the Issuer under this Indenture.

Notwithstanding anything contained in this Indenture or any of the Borrower Documents to the contrary, if for any reason the Trustee is not able to disburse a corresponding amount of Bond proceeds from the Project Fund to or at the direction of the Mortgage Lender and/or the CHA, as applicable, immediately following receipt of Eligible Funds from the Mortgage Lender and/or the CHA, as applicable, for deposit into the Collateral Fund, the Trustee shall promptly wire transfer such funds back to the Mortgage Lender and/or the CHA, as applicable, and not deposit the same into the Collateral Fund.

For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the Requisition signed by the authorized officer of the Borrower. The Trustee shall not be bound to make an investigation into the facts or matters stated in any Requisition of the Borrower. The Trustee shall not be responsible for determining whether the funds on hand in the Project Fund are sufficient to complete the Project. The Trustee shall not be responsible to collect lien waivers.

**Section 5.03. Trustee May Rely on Requisitions and Certifications**. In making any disbursement from the Project Fund, the Trustee may rely on any requests and confirmations and the Requisition delivered to it pursuant to Section 5.02 hereof, and the Trustee shall be relieved of all liability with respect to making such disbursements in accordance with such requests and confirmations. In making any disbursements from the Costs of Issuance Fund, the Trustee may rely on any requests and confirmations and the Requisition or Closing Memorandum delivered to it pursuant to Section 4.07 hereof, and the Trustee shall be relieved of all liability with respect to making such disbursements in accordance with such requests and confirmations.

**Section 5.04. Completion of Project.** The completion of the Project and the payment of all costs and expenses incident thereto shall be evidenced for the Project by the filing with the Trustee of (a) the Completion Certificate required by the provisions of Section 3.05 of the Loan Agreement and (b) a certificate signed by the Borrower Representative stating that all obligations and costs in connection with the Project and payable out of the Project Fund have been paid and discharged except for amounts retained by the Trustee for the payment of Costs of the Project not then due and payable or then in dispute as provided in the Loan Agreement; provided, however, that no amounts necessary to pay principal and interest on the Bonds at maturity shall be held by the Trustee in the Project Fund beyond the Maturity Date, and the Project Fund shall be closed. Additionally, the Borrower has agreed pursuant to Section 3.06 of the Loan Agreement that in the event that there are insufficient moneys available in the Project Fund to pay the Costs of the Project, the Borrower will complete the Project and pay the portion of the Costs of the Project in excess of the moneys available therefor in the Project Fund.

**Section 5.05. Disposition of Moneys in Project Fund After Completion of Project.** Subject to the proviso in Section 5.04 hereof, as soon as practicable after the date of the certificate referred to in clause (b) of Section 5.04 hereof, any balance remaining in the Project Fund (other than the amounts retained by the Trustee referred to in Section 5.04 hereof) shall be deposited into the Bond Fund and used to pay principal of the Bonds when due. To the extent any moneys from any payments made by the Borrower pursuant to the Loan Agreement remain in the Project Fund or Bond Fund after there are no Bonds Outstanding and payment in full, or provision for payment, of the final Rebate Amount, any remaining Trustee's Fees or any other Trustee fees or expenses, and any remaining Issuer Fees and Expenses or other amounts due to the Issuer in connection with the Reserved Rights, such moneys may be paid directly to the Borrower to the extent such funds are not proceeds of the Bonds or otherwise restricted funds. If such remaining funds are proceeds of the Bonds or otherwise restricted, such funds shall be deposited by the Trustee into the Bond Fund.

Notwithstanding the provisions of this Section or any other provision herein set forth, none of the moneys in the Project Fund will be disbursed for or be used to pay any cost, or to reimburse the Issuer or the Borrower for any cost, which is not permitted by the Ordinance, the Code, the Loan Agreement or this Indenture.

## ARTICLE VI

## INVESTMENT OF FUNDS AND ACCOUNTS

**Section 6.01. Investment of Bond Fund, Project Fund, and Collateral Fund.** Money in all funds or accounts including the Bond Fund, Project Fund, and Collateral Fund shall be invested and reinvested by the Trustee, and at all times held in Eligible Investments at the written direction (including facsimile transmission) of the Borrower (such written direction to specify the particular investment in Eligible Investments to be made), which must be in accordance with the investment provisions herein and in the Arbitrage Certificate. In the absence of written direction of the Borrower, any moneys held under this Indenture shall be invested in (i) "State Street Institutional Treasury Money Market Fund — Investment Class TVRXX", a money market fund as described in clause (b) of the definition of Eligible Investments, or if such fund is unavailable, (ii) investments described in paragraph (b) of the definition of Eligible Investments. The Borrower

acknowledges receipt of a prospectus for the fund which, among other things, describes the fees and expenses paid by the fund, including fees paid to the Trustee for servicing the fund (which affect the return on investment). The Borrower acknowledges that the fund is not an FDIC-insured bank deposit, is not an obligation of or guaranteed by the Trustee or its affiliates, and may involve investment risk, including loss of principal.

At no time shall the Borrower direct that (a) any funds constituting gross proceeds of the Bonds be used in any manner as would constitute failure of compliance with Section 148 of the Code or (b) any funds be held other than in Eligible Investments. The Issuer covenants and agrees not to take, or cause to be taken, any action or fail to take any action reasonably within its control with respect to the investment of monies under this Indenture that is inconsistent with the provisions of this Indenture and which would result in the Bonds becoming arbitrage bonds within the meaning of Code Section 148(a). The Issuer further covenants and agrees to comply with and take all actions required of it by the Arbitrage Certificate and to continue to do so as specified in the Arbitrage Certificate notwithstanding any satisfaction or discharge of this Indenture.

It is hereby acknowledged and agreed that the Issuer shall have no discretion regarding the investment or reinvestment of funds pursuant to this Section 6.01 or Section 4.06 above.

Investments of money in the Bond Fund, the Project Fund, and the Collateral Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide money to pay any amounts due on the Bonds as they become due on each Interest Payment Date or at stated maturity or on a Mandatory Tender Date. In addition, investment of money in the Project Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts as may be necessary to make anticipated payments from the Project Fund. Any investment in the Bond Fund, the Project Fund or the Collateral Fund that are not classified as Eligible Investments shall be invested in Governmental Obligations.

The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient money applicable hereunder to and at times required for the purposes of paying any amounts due on the Bonds, and shall do so without necessity for any order on behalf of the Issuer or the Borrower and without restriction by reason of any order. An investment made from money credited to an applicable fund or account shall constitute part of that respective fund or account. All investment earnings from amounts on deposit in the Project Fund and the Collateral Fund shall be credited to and become part of the Bond Fund. All gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Project Fund and the Collateral Fund shall be credited to and become part of the Bond Fund. Following the Closing Date, at the direction of the Borrower, the Trustee is permitted to purchase, sell or exchange Eligible Investments upon receipt of a Cash Flow Projection.

Notwithstanding anything herein to the contrary, (i) earnings received by the Trustee with respect to Eligible Investments purchased for the purpose of paying Bond Service Charges shall be held uninvested as cash and (ii) Bond proceeds shall be held uninvested as cash until the Trustee has purchased, sold or exchanged Eligible Investments.

Any investments may be purchased from or sold to the Trustee, or any bank, trust company or savings and loan association which is an affiliate or subsidiary of the Trustee; provided that all such investments must be Eligible Investments.

The Trustee shall not be liable for losses, fees, taxes, or other charges in connection with any investments, reinvestments or liquidations made in compliance with the provisions of this Indenture.

If the Trustee is required to sell or otherwise dispose of any Eligible Investments prior to maturity at a price below par prior to the Initial Mandatory Tender Date, the Borrower shall, at the Borrower's expense, deliver to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds in the amount set forth in such Cash Flow Projection, if any.

Although each of the Issuer and the Borrower recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, each of the Issuer and the Borrower hereby agrees that confirmations of Eligible 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. The Trustee may conclusively rely upon the Borrower's written instructions as to both the suitability and legality of the directed investments.

**Section 6.02. Investment of Rebate Fund**. Any moneys held as part of the Rebate Fund, and not immediately required for the purposes of the Rebate Fund, shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Governmental Obligations or in any money market or short term investment fund investing in or consisting solely of and secured by Governmental Obligations, including any such fund maintained by the Trustee or an affiliate thereof having maturities consonant with the need for funds as estimated by the Borrower, such written direction shall specify the particular investment in Governmental Obligations, money market or short term investments in or consisting solely of and secured by Governmental Obligations to be made. In the absence of such written direction, said moneys shall be held in cash, uninvested. All investment earnings, gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Rebate Fund shall be retained therein.

**Section 6.03. Accounting for Termination of Investments; No Arbitrage**. In the event the moneys in the Project Fund or the Bond Fund are invested in any investment which fails to satisfy the requirements of Section 6.01, the Trustee shall, at the written direction of the Borrower, terminate any such investment, and the proceeds of such termination, shall be credited to the Project Fund or the Bond Fund, respectively.

If the Issuer is of the opinion, based solely upon receipt of advice of Bond Counsel, that it is necessary to restrict or limit the yield on the investment of any moneys, securities or other obligations paid to or held by the Trustee hereunder in order to comply with the provisions of the Documents intended to prevent any Bonds from being considered "arbitrage bonds" within the meaning of Section 148 of the Code, an Authorized Issuer Representative may give written notice to the Trustee to such effect (together with appropriate written instructions as provided by Bond Counsel) who shall provide such notice to the Borrower to such effect, in which event the Trustee will take such action as is set forth in such written instructions to restrict or limit the yield on such

investment so as to comply with Section 148 of the Code; provided, however, that the Issuer shall have no obligation to monitor, provide notice, exercise discretion or otherwise in connection with investments made pursuant hereto. The Trustee may conclusively rely on the direction of the Issuer in taking such action.

**Section 6.04. Trustee's Own Bond or Investment Department**. The Trustee may make any and all investments permitted under Section 6.01 and Section 6.02 through its own bond or investment department or that of any affiliate, notwithstanding that (a) the Trustee charges and collects fees and expenses from such funds for services rendered, (b) the Trustee charges and collects fees and expenses for services rendered pursuant to this Indenture and (c) services performed for such funds pursuant to this Indenture may converge at any time.

**Section 6.05. Moneys To Be Held in Trust**. All moneys required or permitted to be deposited with or paid to the Trustee for account of the Bond Fund, the Collateral Fund, or the Project Fund under any provision of this Indenture shall be held by the Trustee in trust, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien and claim created by this Indenture.

The Trustee, acting in its capacity as Trustee and not as sponsor, advisor or manager in connection with any investments, reinvestments or liquidations hereunder, shall not be liable for any loss, fee, tax or other charge arising from investments made in accordance with this Indenture, or for any loss resulting from the redemption or sale of any such investments as authorized by this Section. In the event of a loss on the sale of such investments (after giving effect to any interest or other income thereon except to the extent theretofore paid to the Issuer) incurred hereunder, the Trustee shall have no responsibility in respect of such loss except to the extent arising out of the gross negligence or willful misconduct of the Trustee. The Trustee shall provide the Issuer and the Borrower with written notification of the amount of such loss and the Borrower shall promptly pay such amount to the Trustee to be credited as part of the moneys originally invested.

## ARTICLE VII

## GENERAL COVENANTS

**Section 7.01. Payment of Bonds**. Each and every covenant made in this Indenture, including all covenants made in the several sections of this Article, is predicated upon the condition that any obligation for the payment of money incurred by the Issuer shall be payable solely from the Trust Estate. Nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer.

The Issuer covenants to promptly pay, as provided herein, the principal of and interest on the Bonds when due solely from the Trust Estate at the place, on the date and in the manner provided herein and in the Bonds.

The Revenues are to be remitted by the Borrower directly to the Trustee for the account of the Issuer and constitute a part of the Trust Estate and are subject to the lien and claim created by this Indenture. Such amounts, in addition to the amounts held in the Project Fund, are to be sufficient in amount at all times to pay the principal of and interest on the Bonds. The entire

amount of Revenues (exclusive of the Reserved Rights) is assigned to secure the payment of the principal of and interest on the Bonds.

**Section 7.02. Performance of Covenants.**

(a) The Issuer covenants that it is duly authorized under the laws of the State to issue the Bonds, to enter into this Indenture and the Loan Agreement and to assign the Revenues, and that, upon issuance, authentication, and delivery, the Bonds are and will be valid and enforceable special limited obligations of the Issuer according to the import thereof.

(b) Subject to Section 7.01 above, the Issuer shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Trust Estate pledged hereunder, or the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided by the Trustee or the Borrower. The Issuer covenants that it will faithfully perform (to the extent within its reasonable control) at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Indenture, in every Bond executed, authenticated, and delivered hereunder, in the Loan Agreement and in all of its proceedings pertaining thereto; provided, however, that (a) except as required of the Issuer under the Documents and except for documents to be delivered by the Issuer on the Funding Date, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or the Trustee, and (b) the Issuer shall have received the instrument to be executed, and, at the Issuer's option, shall have received from the Borrower assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its expenses incurred or to be incurred in connection with taking such action or executing such instrument.

(c) The Loan Agreement sets forth covenants and obligations of the Issuer and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Issuer agrees to cooperate in the enforcement of all covenants and obligations of the Borrower under the Loan Agreement and agrees that the Trustee, in its name, may enforce all rights of the Issuer (other than the Reserved Rights) and all obligations of the Borrower under and pursuant to the Loan Agreement and on behalf of the Bondholders, whether or not the Issuer has undertaken to enforce such rights and obligations.

(d) The Issuer shall, within the parameters established in the Resolution and subject to the terms and conditions of this Indenture and the Loan Agreement, perform such actions as are deemed necessary or desirable by it in connection with

the exchange of the Bonds for the Governmental Lender Note, including but not limited to the execution and delivery of the Funding Loan Agreement, Borrower Loan Agreement, and any document required by Citibank, N.A. in form substantially similar to that agreed upon prior to Closing, and the delivery of the Governmental Lender Note to be outstanding from and after the Funding Date which is to be exchanged for the Bonds issued pursuant to this Indenture on the Funding Date; provided that, all of the foregoing shall be done at the sole cost and expense of the Borrower and the payment of such costs and expenses (which may be through an escrow in form and substance satisfactory to the Issuer) shall be a condition precedent to such performance by the Issuer.

**Section 7.03. Undertaking to Provide Ongoing Disclosure**. Pursuant to Section 5.11 of the Loan Agreement, the Borrower has undertaken all responsibility for compliance with continuing disclosure requirements, and the Issuer and the Trustee, except with respect to the Trustee's duties under the Continuing Disclosure Agreement (if any), shall have no liability to the Owners of the Bonds or any other person with respect to Securities Exchange Commission Rule 15c2-12, as amended. Notwithstanding any other provision of this Indenture, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered a Default or an Event of Default hereunder or under the Loan Agreement; however, a Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the noncompliant Borrower to comply with its obligations under Section 5.11 of the Loan Agreement.

**Section 7.04. Enforcement of Borrower's Obligations**. So long as any of the Bonds are Outstanding, the Issuer (subject to Section 7.02(b)) will cooperate with the Trustee in enforcing the obligations of the Borrower to pay, or cause to be paid, all the payments and other costs and charges payable pursuant to the Loan Agreement. Nothing contained in this Section or in any other section of this Indenture shall be deemed to modify the provisions of the Ordinance and Section 2.09 hereof or require that the Issuer expend any of its own funds or assets to enforce the obligations of the Borrower under the Documents.

**Section 7.05. Further Assurances, Instruments and Actions**. Subject to Section 7.02(b), the Issuer will (at the sole cost and expense of the Borrower) from time to time, execute and deliver such further instruments, conveyances, assignments and transfers and take such further actions as may be reasonable and as may be required to better assure, convey, grant, assign or confirm the Trust Estate and all other rights, revenues or funds pledged, assigned or intended to be so pledged or assigned hereunder for the benefit of the owners of the Bonds; provided, however, that no such instruments or actions shall pledge the credit or taxing power of the State, the Issuer or any other political subdivision of the State, or create or give rise to any monetary obligation or liability of the Issuer. The Issuer shall be under no obligation to prepare, record, or file any such instruments referred to in this Section 7.05.

**Section 7.06. Priority of Pledge**. The Issuer covenants and agrees that it will not create any lien or claim upon the Revenues other than the liens and claims hereby created. Except for the assignment to the Trustee, the Issuer will not sell, lease or otherwise dispose of or encumber any of the Revenues, and will cooperate in causing to be discharged or satisfied any lien or charge on any part of the Trust Estate.

**Section 7.07. Borrower To Indemnify and Hold Issuer, The Other Issuer Indemnified Parties and Trustee Harmless From Liability.** The Borrower has agreed to indemnify and hold the Issuer, the other Issuer Indemnified Parties and the Trustee harmless from and against liability arising out of Liabilities as provided in Sections 6.02 and 7.04 of the Loan Agreement.

**Section 7.08. Tax-Exempt Status of Bonds.** The Issuer and the Trustee each agrees that it will not (a) take any action (reasonably within its control and subject to Section 7.02(b)), (b) fail to take any action it is required to take in accordance with this Indenture, the Loan Agreement or the Arbitrage Certificate or (c) make any use of the Project or the proceeds of the Bonds, which it actually knows would cause the interest on any of the Bonds to be or become includible in the gross income of the owners thereof for federal income tax purposes (except for minimum or preference tax purposes or other indirect taxation). In connection with the foregoing, the Issuer and the Trustee may conclusively rely upon the advice of Bond Counsel.

## ARTICLE VIII

## DISCHARGE

**Section 8.01. Discharge of Lien.** If and when the Bonds secured hereby shall become due and payable in accordance with their terms as provided in this Indenture, or otherwise, and the whole amount of the principal and the interest so due and payable upon all of the Bonds, together with all other amounts payable hereunder by the Issuer and all fees, costs and expenses of the Trustee and its counsel and the Issuer (including, without limitation, all fees, costs and expenses owed in connection with the Reserved Rights), shall be paid, or provision shall have been made for the payment of the same, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, upon written request of the Issuer (as directed by the Borrower) and subject to the provisions of Section 5.05 hereof, the Trustee shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, any surplus in the Bond Fund and all balances remaining in any other fund created under this Indenture and shall assign and transfer to the Borrower all other property then held by the Trustee under this Indenture and shall execute such documents as may be reasonably required by the Issuer.

If and when the Trustee shall hold sufficient moneys hereunder, as verified to the Trustee in writing by an independent public accounting firm of national reputation or other firm similarly experienced in performing such computations, to provide for payment of the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other amounts (exclusive of amounts in the Rebate Fund or the Expense Fund) payable or which may thereafter become payable hereunder by the Issuer, notwithstanding that all the Bonds have not yet become due and payable and that consequently the right, title and interest of the Trustee in and to the Trust Estate shall not have ceased, terminated and become void pursuant to the foregoing provisions of this Section 8.01, the Trustee, on demand of the Issuer (which shall be requested by the Borrower) but subject to the provisions of Section 5.05 hereof, shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, or to such person, body or authority as may be entitled to receive the same, any surplus in the Bond Fund in excess of the amount sufficient to pay the whole amount of

the principal and interest due and payable and thereafter to become due and payable upon all Bonds together with all other amounts payable or which may thereafter become payable hereunder by the Issuer.

All Outstanding Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed above if (a) there shall have been deposited with the Trustee (as verified to the Trustee in writing by an independent public accounting firm of national reputation or other firm similarly experienced in performing such computations) either (i) moneys in an amount which shall be sufficient, or (ii) Governmental Obligations which are not subject to redemption prior to maturity, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on such Bonds on the maturity date thereof, and (b) the Issuer (at the direction of the Borrower and subject to Section 7.02(b)) shall have given the Trustee, in form satisfactory to it irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds and the Rating Agency that the deposit required by subclause (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating such maturity upon which moneys are to be available for the payment of the principal of and interest on such Bonds. The Borrower shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Governmental Obligations deposited pursuant to this Section 8.01 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Bonds.

Neither the securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on such Bonds; provided that any cash received from such principal or interest payments on such securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested, as directed by the Borrower, in Governmental Obligations (including any short-term investment fund rated Aaa or MIG 1 by the Rating Agency and secured by and investing solely in Governmental Obligations) maturing at times and in amounts sufficient to pay when due the principal and interest to become due on such Bonds on and prior to such maturity dates thereof, as the case may be, and interest earned from such reinvestment shall be paid over to the Borrower, as received by the Trustee, free and clear of any trust, lien or pledge.

The release of the obligations of the Issuer under this Section 8.01 shall be without prejudice to the right of the Trustee provided in Section 10.04 hereof to be paid compensation for all services rendered by it hereunder and all its fees, expenses, charges and other disbursements and those of its attorneys, agents and employees, incurred on behalf of the Trustee in connection with the trust hereby created and the performance of its powers and duties hereunder, and shall not affect the obligations of the Borrower to make the payments required by the Loan Agreement or the Note.

**Section 8.02. Survival**. Notwithstanding the payment in full of the Bonds, the discharge of this Indenture, and the termination or expiration of the Note and the Loan Agreement and any security or collateral agreements delivered in connection therewith, all provisions in this Indenture concerning (a) the tax-exempt status of the Bonds (including, but not limited to provisions

concerning rebate), (b) the interpretation of this Indenture, (c) the governing law, (d) the forum for resolving disputes, (e) the Issuer's right to rely on facts or certificates, (f) the indemnity of the Issuer Indemnified Parties and Trustee from liability (pecuniary or otherwise) and their rights to receive payment or reimbursement with respect thereto, and (g) the lack of pecuniary liability of the Issuer and the State, shall survive and remain in full force and effect.

## ARTICLE IX

## DEFAULTS AND REMEDIES

**Section 9.01. Events of Default and Acceleration.** If any of the following events occur, it is hereby defined as and declared to be and constitute an "Event of Default:"

(a) any interest on any Bond is not paid on the date on which the same becomes due; or

(b) any principal of any Bond is not paid on the date on which the same becomes due, whether at the stated maturity thereof, by acceleration or otherwise; or

(c) an Event of Default occurs under the Loan Agreement; or

(d) the Issuer fails to duly and promptly perform, comply with, or observe any covenant, condition, agreement or provision (other than as specified in (a) or (b) of this Section 9.01) contained in the Bonds or in this Indenture on the part of the Issuer to be performed, and such failure shall continue for a period of 90 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Issuer, the Borrower and the Investor Limited Partner by the Trustee, which notice may be given by the Trustee and shall be given at the written request of the Holders of not less than 100% in principal amount of the Bonds then Outstanding; provided, however, that if such default be such that it is correctable but cannot be corrected within 90 days, it shall not be an Event of Default if the Issuer, the Borrower or the Investor Limited Partner is taking appropriate corrective action to cure such failure and if such failure will not impair the security for the Loan or the Bonds.

If any Loan payment required under the Loan Agreement to avoid a default under (a) or (b) of this Section shall not have been received at the close of business on the last Business Day preceding the day on which payment must be made to avoid a default under such (a) or (b), the Trustee shall use its best efforts to give telephonic notice of such default to the Borrower and the Investor Limited Partner, which telephonic notice shall be confirmed by written notice to the Borrower. If any other default shall occur under the provisions of this Section, the Trustee shall, within five days after having actual knowledge of such default in accordance with Section 10.05 hereof, use its best efforts to give written notice of such default to the Issuer, the Borrower, the Investor Limited Partner, and the Holders of the Bonds. A default or an Event of Default specified in (a) through (d) above shall occur even though the Trustee fails to give the notice required by this paragraph, the giving of such notice being intended solely to aid in the enforcement of the

rights of Bondholders and not in limitation of such rights and the Trustee incurring no liability for failure or defect in giving such notice.

If an Event of Default specified in (a) or (b) of this Section 9.01 shall occur and be continuing for 30 days the Trustee shall declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Investor Limited Partner and the Borrower, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of payment provided therein, anything in this Indenture or in the Bonds to the contrary notwithstanding.

If an Event of Default specified in (c) or (d) of this Section 9.01 shall occur and be continuing, the Trustee, upon written request of the Holders of a majority in principal amount of the Bonds then Outstanding shall declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Investor Limited Partner and the Borrower, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of payment provided therein, anything in this Indenture or in the Bonds to the contrary notwithstanding.

The Investor Limited Partner shall be entitled to cure any Event of Default hereunder within the time frame provided to the Borrower. The Issuer and the Trustee agree that cure of any default or Event of Default made or tendered by the Investor Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 9.02. Trustee To Enforce Rights of Issuer**. Only in accordance with the provisions of this Indenture, the Trustee, as the assignee of all the right, title and interest of the Issuer in and to each of the documents constituting a part of the Trust Estate (except the Reserved Rights), may enforce the rights granted to the Issuer pursuant to such documents. In the enforcement of any rights or remedies under such documents, no provision of such documents shall require, and none shall be construed to require, that the Trustee post a bond or establish any surety of any kind as a condition precedent to exercising any such rights or remedies.

**Section 9.03. Remedies in Addition to Acceleration**. Upon the occurrence of, and during the continuance of, any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Holders of not less than 51% in principal amount of the Bonds then Outstanding and receipt of satisfactory indemnity shall (in addition to its right or duty to accelerate as provided in Section 9.01):

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, and require the Issuer or the Borrower to carry out any agreements with or for the benefit of the Bondholders and to perform its or their duties under the Ordinance and the Documents, provided, however, that any claim against the Issuer shall be strictly limited to the Trust Estate;

(b) bring suit upon the Bonds; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

**Section 9.04. Termination of Proceedings**. In case any proceeding taken by the Trustee on account of any default or Event of Default shall have been discontinued or abandoned for any reason, the default or Event of Default has been cured, or shall have been determined adversely to the Trustee, then and in every such case, the Issuer, the Trustee, the Bondholders, and the Borrower shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

**Section 9.05. Right of Bondholders To Direct Proceedings**. No Holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or any other remedy hereunder or on the Bonds, unless such Holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also the Holders of not less than 51% in principal amount of the Bonds then outstanding shall have made written request of the Trustee to do so, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its or their name; and unless there also shall have been offered to the Trustee security and satisfactory indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, to be conditions precedent to the execution of the trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds hereby secured shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or the rights of any other Holder, or to enforce any right hereunder or under the Bonds, except in the manner herein provided and for the equal benefit of all Holders of Outstanding Bonds. For purposes of the foregoing sentence, the Trustee shall be deemed to have failed to act within a reasonable time if it fails to take action within 60 days after receipt of notice and compliance with the foregoing terms and conditions, whereupon, the Holders of 51% aggregate principal amount of the Bonds may take such action in the place of the Trustee. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder of Bonds to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest (solely from the Trust Estate), on each of the Bonds issued hereunder to the respective Holders of the Bonds at the time, place, from the source and in the manner herein and in such Bonds expressed.

**Section 9.06. Remedies Vested in Trustee**. All rights of action under this Indenture or under any of the Bonds secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Holders of the Bonds, subject to the provisions of this Indenture.

**Section 9.07. Remedies Non-Exclusive and Cumulative**. No remedy herein conferred upon or reserved to the Trustee or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**Section 9.08. Delays or Omissions by Trustee**. No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or any acquiescence therein; and every power and remedy given by this Article IX to the Trustee and to the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

**Section 9.09. Application of Moneys**. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX shall, after payment of the fees, costs and expenses of the proceedings resulting in the collection of such moneys and of the accrued fees, expenses, disbursements and advances (including without limitation attorneys' fees and expenses) incurred or made by the Trustee, and then to the accrued Issuer Fees and Expenses or other amounts due and owing to the Issuer or the Issuer Indemnified Parties (including, without limitation, any amounts owed in connection with the Reserved Rights and indemnification due to the Issuer and the Issuer Indemnified Parties in accordance with the Loan Agreement), be deposited in the Bond Fund and all moneys so deposited in the Bond Fund during the continuance of an Event of Default (other than moneys for the payment of Bonds which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default, which moneys shall continue to be held for such payments) shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the direct order of the maturity of the installments of such interest and, if the amounts available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

Second - To the payment to the persons entitled thereto of the unpaid principal, on any of the Bonds, which shall have become due (other than Bonds which have matured or otherwise become payable prior to such Event of Default and moneys for the payment of which are held in the Bond Fund or otherwise held by the Trustee), and if the amount available shall not be sufficient to pay in full the amount of principal, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege;

Third - To the payment to the persons entitled thereto of all other of the Issuer's Obligations and the Borrower's Obligations, and, if the amount available shall not be sufficient to pay such Borrower's Obligations in full, then to the payment ratably, according to the amounts then due, to the persons entitled thereto without discrimination or privilege; and

Fourth - The remainder, if any, shall be paid over to the Borrower, its successors or assigns, or whomever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal of and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest to the persons entitled thereto without any discrimination or privilege. Any remaining funds shall be applied in accordance with the paragraphs designated "Third" and "Fourth" of subsection (a) above.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts or principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 9.10. Severability of Remedies**. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and Bondholders which may be lawfully granted under the applicable laws of the State, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Bondholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

## ARTICLE X

## THE TRUSTEE AND REMARKETING AGENT

**Section 10.01. Acceptance of Trusts**. The Trustee hereby accepts the trusts hereby created and agrees to perform and execute such trusts, but only upon the additional terms set forth in this Article, to all of which the Issuer agrees and the respective Holders of the Bonds agree upon and by their acceptance of delivery of any of the Bonds. 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 covenants or obligations should be read into this Indenture against the Trustee.

**Section 10.02. Trustee Not Responsible for Recitals, Statements and Representations**. Except as otherwise expressly provided herein, any representations by the Issuer in this Indenture or in the Bonds contained shall be taken and construed as made by and on the part of the Issuer,

and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Except for information, if any, provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility or liability for any information, statement or recital in any Official Statement or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility or liability for compliance with any state or federal securities laws in connection with the Bonds.

**Section 10.03. Action by Trustee Through and In Reliance Upon Others**. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees. The Trustee shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder. The Trustee may act upon advice or an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction taken, suffered or omitted by it in good faith and in accordance with such advice or Opinion of Counsel. The Trustee may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may be reasonably employed in connection with the trusts hereof, such compensation to be paid as described under Section 10.04 hereof. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatever in connection with the trust, except only for gross negligence or willful misconduct with respect to its responsibilities hereunder.

Except for gross negligence or willful misconduct, no personal recourse may be taken, directly or indirectly, against any officer, director, employee or agent of the Trustee with respect to the obligations of the Trustee under this Indenture or any certificate or other writing delivered in connection therewith. The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties and functions under this Indenture shall extend to the Trustee's officers, directors, agents and employees.

The Trustee's rights, privileges, benefits, immunities and protections from liability and its right to payment of compensation and indemnification in connection with performance of its duties and functions under this Indenture shall survive the Trustee's resignation or removal and the final payment of the Bonds.

**Section 10.04. Fees and Expenses of Trustee**. The Trustee shall be entitled to payment and/or reimbursement of such fees as the Trustee and the Borrower shall agree upon, in writing from time to time, or in the absence of such agreement, to payment and/or reimbursement of fees and expenses, for its services rendered hereunder, and all advances, disbursements, counsel fees and expenses and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Any amounts payable to the Trustee pursuant to this Section 10.04 shall be payable upon demand.

**Section 10.05. Trustee's Obligations To Take or Have Notice of Default**. The Trustee shall not be required to take notice, or to be deemed to have notice, of any default under this Indenture other than a default under Section 9.01(a) or Section 9.01(b) hereof, unless it has actual knowledge of such default and is specifically notified in writing of such default by the Issuer or by the Holders of not less than 25% in principal amount of the Bonds then Outstanding.

**Section 10.06. Duties of Trustee.**

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default,

(i) The Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee, and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee.

(c) The Trustee may not be relieved from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that

(i) This paragraph does not limit the effect of paragraph (b) of this Section,

(ii) The Trustee shall not be liable for any error of judgment made in good faith by the Trustee, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts,

(iii) The Trustee shall not be liable with respect to any action it takes or omits to take or suffers in good faith in accordance with a direction received by it in accordance with this Indenture relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture and the other Documents, and

(iv) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(d) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability, fee, cost, or expense, but the Trustee shall not require indemnity as a condition to making any payments of principal or interest on the Bonds, or declaring the principal of and interest on the Bonds to be due immediately hereunder.

(e) The Trustee's rights, privileges, benefits, immunities and protections from liability and its right to indemnification in connection with the performance of its

duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees in each of its capacities hereunder. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the defeasance or discharge of this Indenture and final payment of the Bonds.

(f) Except as otherwise provided in this Article, the Trustee shall be under no obligation to take any action in respect of any default or otherwise, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing to do so by the Holders of not less than 51% in principal amount of the Bonds then Outstanding, and if in its opinion such action may tend to involve it in expense or liability, unless furnished, from time to time as often as it may require, with security and satisfactory indemnity. The foregoing provisions are intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provision of this Indenture to the Trustee to take action in respect of any default without such notice or request from the Bondholders, or without such security or indemnity.

(g) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, recognized public emergencies, quarantine restrictions, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and hacking, cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access.

(h) Delivery of any reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's or Borrower's compliance with any of its covenants hereunder. The Trustee shall have no duty to review or make independent investigation with respect to any reports, information and documents received by the Trustee in connection herewith or with the Loan Agreement, and shall hold the same solely as repository.

(i) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a) through (f) of this Section.

(j) No later than July 31 of each year, commencing July 31, 2026, the Trustee shall deliver to the Issuer by email, regular mail, telephone message, or hand delivery, a report stating the principal amount of the Bonds Outstanding as of June 30 of such year. If July 31 does not fall on a Business Day, then the report shall be delivered on the next Business Day.

**Section 10.07. Trustee May Make Advances To Effect Performance**. If the Issuer shall fail to perform any of the covenants or agreements contained in this Indenture other than the covenants or agreements in respect of the payment of the principal of and interest on the Bonds, the Trustee may, in its absolute discretion and without notice to the Bondholders, at any time and from time to time, make advances to effect performance of the same on behalf of the Issuer, but the Trustee shall be under no obligation to do so; and any and all moneys paid or advanced by the Trustee for any such purposes shall be a claim in favor of the Trustee upon the Trust Estate prior to the claim of the Bonds; but no such advance shall operate to relieve the Issuer from any default hereunder.

**Section 10.08. Trustee May Rely Upon Instruments**. The Trustee may conclusively rely and shall be protected in acting or refraining from acting upon and shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any indenture, notice, Electronic Means, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition, instrument, report, direction or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture or the Documents, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements, and shall be protected and shall incur no liability in acting or proceeding in good faith in reliance thereon. The Trustee shall not be bound to recognize any person as a Holder of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee or satisfactory evidence of the ownership of such Bond shall be furnished to the Trustee. The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Borrower, personally or by agent or attorney at the sole cost of the Borrower and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

**Section 10.09. Trustee May Own and Deal in Bonds and Deal With Issuer and Borrower**. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee, either as principal or agent, may also engage in or deal with or be interested in any financial or other transaction with the Issuer or the Borrower or any related entity, and may act as depository, trustee, or agent for any committee or body of Holders of the Bonds secured hereby or other obligations of the Issuer as freely as if it were not Trustee hereunder.

**Section 10.10. Financial Liability of the Trustee**. No provision of this Indenture will require the Trustee to expend or risk its own funds or otherwise incur or risk any financial liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers if it will have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Except as may otherwise be provided in this Indenture, the Trustee will have the right to demand, in respect to the authentication of any Bonds or the release of any property, any showings, certificates, opinions (including Opinions of Counsel), appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof or of the Loan Agreement required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer or the Borrower to the authentication of any Bonds, or the release of any property.

**Section 10.11. Trustee May Construe Ambiguous or Inconsistent Provisions**. The Trustee may construe any of the provisions of the Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provisions hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Bondholders.

**Section 10.12. Resignation of Trustee**. The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than 60 days written notice to the Issuer (with a copy to the Borrower and the Investor Limited Partner) specifying the date when such resignation shall take effect and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, in which event such resignation shall take effect immediately on the appointment of such successor, provided that such resignation shall not take effect unless and until a successor shall have been appointed.

**Section 10.13. Removal of Trustee.** The Trustee shall be removed by the Issuer, upon 30 days written notice, if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the Issuer, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorney-in-fact duly authorized, excluding any Bonds held by or for the account of the Issuer. The Issuer may also remove the Trustee at any time, except during the existence of any Event of Default as defined in Section 9.01 hereof, for cause or breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with any provision of this Indenture with respect to the duties and obligations of the Trustee by filing with the Trustee an instrument signed by an Authorized Issuer Representative. A copy of each such instrument providing for any such removal shall be delivered by the Issuer to any Bondholder who shall have filed its name and address with the Issuer and, if requested, to the Borrower and the Investor Limited Partner; provided that such removal shall not take effect unless and until a successor shall have been appointed.

**Section 10.14. Appointment of Successor Trustee.** In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Trustee as directed in writing by the Borrower.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provision of this Section within 45 days after the Trustee shall have given to the Issuer written notice, as provided in Section 10.12 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee (at the expense of the Borrower) or the

Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, prescribe and appoint a successor Trustee.

Any successor Trustee appointed under the provision of this Section 10.14 in succession to the Trustee shall be a bank or trust company or national banking association with trust powers, having a combined capital, surplus and undivided profits of at least $50,000,000 if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

**Section 10.15. Appointment of Successor Trustee by Court.** In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the retiring Trustee may forthwith (at the expense of the Borrower) apply to a court of competent jurisdiction for the appointment of a successor Trustee. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within six months after a vacancy shall have occurred in the office of Trustee, the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Trustee. A successor Trustee under Sections 10.14 and 10.15 shall notify the Borrower and the Investor Limited Partner, in writing, after being so appointed.

**Section 10.16. Acceptance of Trust by Successor Trustee.** Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and the Rating Agency an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trust, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee and payment of amounts owing to the Trustee ceasing to act, the Trustee ceasing to act and the Issuer (subject to Section 7.02(b)) shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of the Trustee so ceasing to act, and the Trustee so ceasing to act shall pay over to the successor Trustee all moneys and other assets at the time held by it hereunder.

**Section 10.17. Merger or Consolidation of Trustee With Another Corporation.** Any organization or entity into which any Trustee hereunder may be merged or with which it may be consolidated, or any organization or entity resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, shall be and become the successor Trustee under this Indenture and shall have succeeded to the rights, powers, duties, immunities and privileges as its predecessor without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**Section 10.18. Action of Trustee During Existence of an Event of Default.** Notwithstanding any other provisions of this Article, the Trustee shall, during the existence of an Event of Default actually known to the Trustee, exercise such of the rights and powers vested in it

by the Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances.

**Section 10.19. Notice of an Event of Default.** Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default actually known to the Trustee in accordance with Section 10.05 hereof, the Trustee shall within 30 days give written notice thereof to the Issuer, the Borrower, the Investor Limited Partner, the Rating Agency and to each Bondholder at its last address appearing upon the registration books of the Issuer kept by the Trustee unless such Event of Default shall have been cured before the giving of such notice.

**Section 10.20. Trustee May Intervene.** In any judicial proceeding to which the Issuer is a party and which, in the reasonable opinion of the Trustee and its counsel, has a substantial bearing on the interests of Holders of the Bonds, the Trustee may intervene on behalf of the Holders of the Bonds and shall, upon receipt of satisfactory indemnity do so if requested in writing by the Holders of not less than 51% in principal amount of Bonds then outstanding, if such intervention is permitted by the court having jurisdiction in the premises.

**Section 10.21. Unclaimed Moneys.** Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any Bonds which remain unclaimed for a period up to six months, prior to the date when such moneys would escheat under applicable law and after the date when such Bonds have become due and payable either at their stated maturity dates, if such moneys were held by the Trustee at such date, or for a period up to six months prior to the date when such moneys would escheat under applicable law if deposited with the Trustee after such date when all Bonds became due and payable, shall be paid by the Trustee to the Borrower without liability for interest thereon as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged. Thereafter, any person having a claim against any such moneys shall look solely to the Borrower for payment of the same.

**Section 10.22. Appointment of Co-Trustee.** It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of trust companies, banking corporations or national associations to transact business as a trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Loan Agreement, and in particular in case of the enforcement thereof on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such

powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Consent in writing from the Issuer shall be required prior to the appointment of the separate or co-trustee by the Trustee. All such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer at the expense of the Borrower. In case any separate or co-trustee or a successor to either shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, so far as permitted by law and so approved by the Issuer, shall vest in and be exercised by the Trustee until the appointment of a successor to such separate or co-trustee. The Trustee shall notify the Borrower and the Investor Limited Partner, in writing, of any co-trustee appointed under this Section. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, and the Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

**Section 10.23. The Remarketing Agent.** The Remarketing Agent identified in Section 1.01 hereof shall serve as the Remarketing Agent for the Bonds. The Remarketing Agent shall designate to the Trustee its Designated Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower (and, if requested, the Investor Limited Partner) and the Trustee. In addition, the Remarketing Agent will agree particularly to:

(a) keep such records relating to its computations of interest rates for the Bonds as shall be consistent with prudent industry practice and to make such records available for inspection by the Issuer, the Trustee, the Investor Limited Partner and the Borrower at all reasonable times; and

(b) perform all of its functions and duties under this Indenture.

The Remarketing Agent shall be entitled to advice of legal counsel on any matter relating to the Remarketing Agent's obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

The Remarketing Agent shall be entitled to appoint additional co-Remarketing Agents to assist in the performance of the Remarketing Agent's obligations under this Indenture, and any such appointment shall be effective without any action of the Issuer. Additionally, any such co-Remarketing Agent, shall have a capitalization of at least $5,000,000, or shall have a line of credit with a commercial bank in the amount of at least $5,000,000, shall be in conformity with all standards and requirements of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent shall take responsibility for any co-Remarketing Agent it appoints pursuant to this Section 10.23.

**Section 10.24. Qualifications of Remarketing Agent.** The Remarketing Agent shall be a member in good standing of the Financial Industry Regulatory Authority and shall be authorized by law to perform all the duties imposed upon it by this Indenture. Subject to the terms of the Remarketing Agreement, the Remarketing Agent may at any time resign and be discharged of the

duties and obligations created by this Indenture by giving at least 30 days' notice of such resignation to the Issuer, the Borrower, the Investor Limited Partner, the General Partner and the Trustee. The Remarketing Agent may be removed, with prior notice to the Issuer, at any time by the Borrower, with at least 30 days' notice of such removal to the Remarketing Agent.

Upon any resignation or removal of the Remarketing Agent, the departing Remarketing Agent shall pay over, assign and deliver any money and Bonds held by it in such capacity to its successor.

The Trustee, within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, shall give notice thereof by registered or certified mail to the Rating Agency (if the Bonds are then rated) and to the Holders of the Bonds. The Trustee shall incur no liability for failure to give any such notice.

**Section 10.25. Notices to Rating Agency and Remarketing Notice Parties**. The Trustee shall notify the Rating Agency and the Remarketing Notice Parties of (a) the occurrence of an Event of Default of which the Trustee has actual notice in accordance with Section 10.05 hereof, (b) the occurrence of any monetary or other material default under the Loan of which the Trustee has actual notice, (c) any change in the identity of the Trustee, (d) any amendments, modifications, supplements or changes to this Indenture, the Loan Agreement, the Note or the Bonds, including any extension of principal or modification of interest or redemption premium due on any of the Bonds, in each case only in the event the Trustee has actual notice, (e) any change or proposed change in the structure or identity of the Borrower of which the Trustee has actual knowledge, (f) any change or notification of proposed change of the Mandatory Tender Date or Remarketing Date, (g) any partial prepayment of the Loan or the giving of notice of the call for redemption of any Bonds, (h) any change in the investment of funds subject to the lien of this Indenture, (i) any defeasance or acceleration of the Bonds hereunder, (j) any change in the Remarketing Agent or the Mortgage Lender of which the Trustee has actual knowledge, or (k) any sale of Eligible Investments below par, as shown in a Cash Flow Projection delivered to the Rating Agency prior to the sale date; provided that the Trustee shall incur no liability for failure to give any such notice.

**Section 10.26. Financing Statements**. Pursuant to Section 5.05 of the Loan Agreement, the Borrower shall perfect or shall otherwise cause to be perfected any security interest created hereunder by the filing of financing statements which fully comply with State law. Notwithstanding the foregoing, the Trustee shall file all necessary continuation statements prepared and delivered to it by the Borrower with respect to any such original financing statements of which a legible copy showing the date and place of filing, is delivered to the Trustee, at the expense of the Borrower within the time prescribed by the State's law. Notwithstanding anything to the contrary herein or in any other document, the Issuer shall have no responsibility for the preparation, filing or monitoring of any financing statements, continuation statements, termination statements or other filings under State U.C.C. provisions or other applicable law.

**Section 10.27. Trustee Delivery of Information to Borrower and Investor Limited Partner**. The Trustee shall furnish to the Borrower and the Investor Limited Partner all information reasonably requested by the Borrower and the Investor Limited Partner with respect to the Bonds and the investment of funds and accounts maintained by the Trustee hereunder.

**Section 10.28. Trustee Delivery of Information to Rating Agency**. Upon written request by the Borrower or the Rating Agency, the Trustee shall furnish to the Borrower and the Rating Agency all information reasonably requested by the Borrower or the Rating Agency with respect to the Bonds and the investment of funds and accounts maintained by the Trustee hereunder. The Trustee agrees to the foregoing as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

## ARTICLE XI

## MODIFICATION OF INDENTURE AND OTHER DOCUMENTS

**Section 11.01. Limitation on Amendments to this Indenture.** This Indenture shall not be modified or amended in any respect except as provided in accordance with and subject to the provisions of this Article.

**Section 11.02. Amendments to Indenture and Loan Agreement Not Requiring Consent of Bondholders.**

(a) The Issuer and the Trustee may, from time to time and at any time, without the consent of Bondholders, enter into agreements supplemental to this Indenture and the Loan Agreement as follows:

(i) to specify and determine any matters and things relative to Bonds which shall not materially adversely affect the interest of the Bondholders;

(ii) to cure any formal defect, omission or ambiguity in this Indenture or the Loan Agreement if such action does not materially adversely affect the rights of the Bondholders;

(iii) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with this Indenture as heretofore in effect;

(iv) to add to the covenants and agreements of the Issuer in this Indenture or the Loan Agreement other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture or the Loan Agreement as theretofore in effect;

(v) to add to the limitations and restrictions in this Indenture or the Loan Agreement, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture or the Loan Agreement as theretofore in effect;

(vi) to confirm, as further assurance, any pledge under and the subjection to any claim, lien or pledge created, or to be created by, this Indenture, of the Revenues or of any other moneys, securities or funds; or

(vii) to modify, amend or supplement this Indenture or the Loan Agreement in any respect which, pursuant to an Opinion of Counsel, is not materially adverse to the interests of the owners of the Bonds.

(b) Before the Issuer shall enter into any agreement supplemental to this Indenture pursuant to this Section, there shall have been filed with the Trustee an opinion of Bond Counsel stating that (1) such supplemental indenture is authorized or permitted by this Indenture and complies with its terms, and that upon adoption it will be the legal, valid and binding obligation of the Issuer in accordance with its terms and (2) the effectiveness of the supplemental indenture will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(c) The Trustee shall send written notice to the Borrower, the Investor Limited Partner and the Rating Agency of any amendment to this Indenture or the Loan Agreement and, if requested, copies of any such amendments.

(d) Notwithstanding the foregoing, the Issuer and the Trustee may not, without the prior written consent of Mortgage Lender and CHA, amend this Indenture in any manner that adversely affects the rights and interests of the Mortgage Lender and CHA to receive notices hereunder or the rights of the Mortgage Lender or CHA with respect to any of the trust funds established under Section 4.01, including, with respect to Sections 4.08 and 5.02.

**Section 11.03. Amendments to Indenture Requiring Consent of Bondholders.**

(a) Subject to the terms and provisions contained in this Section and not otherwise, the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the execution and delivery by the Issuer and the Trustee of any agreement supplemental to this Indenture as shall be deemed necessary or desirable by the Issuer and the Trustee for the purposes of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Holders of all of the Bonds then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the terms of maturity of the principal of or the interest on any Outstanding Bond, or a reduction in the principal amount of any Outstanding Bond or the rate of interest thereon, or (ii) the creation of a claim or lien upon, or a pledge or assignment of, the Trust Estate ranking prior to or on a parity with the claim, lien, assignment or pledge created by this Indenture, or the release of the Trust Estate or any part thereof (except to the extent permitted pursuant to the Documents), or (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for any action or consent by Bondholders set forth in this Indenture, including (without limitation) that required for consent to such supplemental indentures. This Section shall not limit or otherwise affect the ability of the Issuer

to enter into agreements supplemental to this Indenture without the consent of the Bondholders pursuant to Section 11.02 hereof.

(b) If at any time the Issuer and the Trustee shall determine to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall cause written notice of the proposed supplemental indenture to be given to all Holders of the Bonds; provided, however, that failure to give such notice or any defect therein, shall not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the Trust Office for inspection by all Bondholders.

(c) Within 120 days after the date of giving such notice, the Issuer and the Trustee may enter into such supplemental indenture in substantially the form described in such notice only if there shall have first been filed with the Issuer (i) the written consents of Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding (or 100% if required hereunder) and (ii) an Opinion of Counsel stating that (1) such supplemental indenture is authorized or permitted by this Indenture and complies with its terms, and that upon adoption it will be the legal, valid and binding obligation of the Issuer in accordance with its terms and (2) the effectiveness of the supplemental indenture will not adversely affect the excludability of interest on the Bonds from gross income for federal income taxes.

(d) If the Holders of not less than the percentage of Bonds required by this Section shall have consented to and approved the supplemental indenture as herein provided, no Holder of any Bond shall have any right to object to such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety thereof, or to enjoin or restrain the Issuer or the Trustee from entering into the same or from taking any action pursuant to the provisions thereof.

(e) Upon the effectiveness of any supplemental indenture entered into pursuant to the provisions of this Section, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

(f) The Trustee shall send written notice to the Rating Agency of any amendment to this Indenture. The Trustee shall incur no liability for failure to give any such notice.

**Section 11.04. Supplemental Indentures Part of Indenture.** Any supplemental indenture entered into in accordance with the provisions of this Article shall thereafter form a part of this Indenture and all the terms and conditions contained in any such supplemental indenture as

to any provision authorized to be contained therein shall be and shall be deemed to be a part of the terms and conditions of this Indenture for any and all such purposes.

**Section 11.05. Required Consent**. Notwithstanding anything herein to the contrary, the Trustee shall not be required to enter into or consent to any supplemental indenture or any amendment of any other Document that would affect the rights, obligations, powers, privileges, indemnities, immunities or other security provided the Trustee herein or therein, except to the extent necessary, as set forth in an opinion of Bond Counsel, to preserve the excludability of interest on the Bonds from gross income for federal income tax purposes. Further, notwithstanding anything herein to the contrary, as long as no default has occurred and is continuing under any of the Documents, any supplemental indenture under this Article shall not become effective unless and until the Borrower shall have consented in writing to such supplemental indenture, and to any related revisions of the Loan Agreement, the Tax Regulatory Agreement or any of the other Documents to be affected.

**Section 11.06. Amendments to Documents Requiring Consent of Bondholders**. Except as provided in Section 11.02 of this Indenture, the Issuer and the Trustee shall not consent to any amendment, change or modification of the Documents without the giving of written notice and the written approval or consent of the Holders of the Bonds at the time Outstanding, given and procured as provided in Section 11.03 hereof; provided, however, no such separate approval or consent shall be required in connection with the issuance of refunding bonds if any required consent of the required number of Holders to the issuance thereof shall have been previously obtained. If at any time the Issuer and the Borrower shall request in writing the consent of the Trustee to any such proposed amendment, change or modification, the Trustee shall cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by Section 11.03 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Trust Office for inspection by all Bondholders.

**Section 11.07. Amendment, Restatement, and Supersession**. On the Funding Date, and upon the execution and delivery of the Funding Loan Agreement, the Borrower Loan Agreement, and the Governmental Lender Note, this Indenture, the Loan Agreement, and the Bonds shall be deemed amended, restated and superseded in full by the terms thereof, and at such time all of the Trustee's duties and obligations with respect to the Bonds, the Governmental Lender Note, this Indenture, the Loan Agreement, and the related documents (other than the Tax Regulatory Agreement in accordance with the terms thereof) will cease and terminate. The requirements of Sections 11.03 through 11.06 hereof shall not apply to such amendment and restatement.

## ARTICLE XII

## MISCELLANEOUS

**Section 12.01. Issuer's Successors**. In the event of the dissolution of the Issuer, all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of, or for the benefit of, the Issuer, shall bind or inure to the benefit of the successors of the Issuer from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the Issuer shall be transferred.

**Section 12.02. Indenture for Benefit of Issuer, Trustee and Bondholders.** Except as herein otherwise specifically provided and subject to the final sentence of this Section 12.02, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, other than the Issuer, the Trustee and the Holders of the Bonds, any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the Issuer and the Trustee and the Holders of the Bonds; provided that this Indenture shall also be for the benefit of the Borrower, the Investor Limited Partner and the Borrower and the Investor Limited Partner shall be deemed to be third-party beneficiaries of and in connection with those matters in which the terms of this Indenture fairly construed are indicative that they are for the benefit of the Borrower or the Investor Limited Partner. Notwithstanding anything herein to the contrary, each of the Issuer Indemnified Parties, other than the Issuer, are intended third party beneficiaries of this Indenture.

**Section 12.03. Severability.** In case any one or more of the provisions of this Indenture or of the Bonds for any reason, is held to be illegal or invalid such illegality or invalidity shall not affect any other provisions of this Indenture or the Bonds, and this Indenture and the Bonds shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced as if such illegal or invalid provisions had not been contained therein.

**Section 12.04. Governing Law.** This Indenture and all the Bonds issued hereunder shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 12.05. Notices; Publication of Notice.**

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Trustee shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile or electronic mail transmission) addressed to the appropriate Notice Address set forth below. The Issuer or the Trustee may, by notice given hereunder, designate any further or different address(es) to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Trustee (such as, for example, notices to Owners of Bonds) shall be governed by the other applicable provisions of this Indenture.

| | |
|---|---|
| As to the Issuer: | City of Chicago<br>Department of Housing<br>City Hall<br>121 N. LaSalle Street, Room 1006<br>Chicago, Illinois 60602<br><br>With copies to:<br><br>City of Chicago<br>Office of the Corporation Counsel<br>City Hall - Room 600<br>121 North LaSalle Street<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division<br><br>and to:<br><br>City of Chicago<br>Department of Finance<br>City Hall<br>121 N. LaSalle Street, Suite 600<br>Chicago, Illinois 60602<br>Attention: Comptroller |
| As to the Trustee: | Zions Bancorporation, National Association<br>141 West Jackson, Suite 3720<br>Chicago, Illinois 60604<br>Attention: Robert Cafarelli<br>Email: robert.cafarelli@zionsbancorp.com |
| As to the Borrower: | Lathrop Preservation Phase IC, LP<br>c/o Related Lathrop LLC<br>350 W. Hubbard Street, Suite 300<br>Chicago, Illinois 60654<br>Attention: Senior Vice President<br><br>And<br><br>Lathrop Preservation Phase IC, LP<br>c/o Bickerdike Lathrop LLC<br>2550 W. North Avenue<br>Chicago, Illinois 60647<br>Attention: Chief Executive Officer |

| | |
|---|---|
| With copies to: | Applegate & Thorne-Thomsen, P.C.<br>425 S. LaSalle Street, Suite 1900<br>Chicago, Illinois 60605<br>Attention: Bennett P. Applegate, Jr. |
| As to the Mortgage Lender: | Bank of America, N.A.<br>Community Development Banking<br>Mail Code: IL4-110-10-01<br>Bank of America Tower<br>110 N. Wacker Drive<br>Chicago, Illinois 60606<br>Attention: Timothy Wolf<br>Email: timothy.wolf@bofa.com |
| With a copy to: | Tiber Hudson LLC<br>1340 Smith Avenue, Suite 200<br>Baltimore, Maryland 21209<br>Attention: Matthew Grant, Esq.<br>Email: matthew@tiberhudson.com |
| As to the CHA: | Chicago Housing Authority<br>60 E. Van Buren Street<br>Chicago, Illinois 60605<br>Attention: General Counsel |
| With a copy to: | Charity & Associates, P.C.<br>20 North Clark Street, Suite 3300<br>Chicago, Illinois 60602<br>Attention: Elvin E. Charity<br>Telephone: (312) 564-4963<br>Email: elvin.charity@charity-associates.com |
| As to the Underwriter and Remarketing Agent: | Stifel, Nicolaus & Company, Incorporated<br>1401 Lawrence Street, Suite 900<br>Denver, Colorado 80202<br>Attention: Mark Risch<br>Telephone: (303) 291-5370<br>Email: rischm@stifel.com |

| | |
|---|---|
| With copies to: | Tiber Hudson LLC<br>1800 M Street, N.W., Suite 350 South<br>Washington, DC 20036<br>Attention: Kent Neumann, Esq.<br>Telephone: (202) 973-0107<br>Facsimile: (202) 296-6990<br>Email: kent@tiberhudson.com |
| As to the Rating Agency: | Moody's Investors Service, Inc.<br>7 World Trade Center<br>250 Greenwich Street, 16th Floor<br>New York, NY 10007<br>Attention: Public Finance Department — Housing Group<br>Email: Housing@moodys.com |
| As to the Investor Limited Partner: | Bank of America, N.A.,<br>MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Management (Lathrop IC)<br><br>Banc of America CDC Special Holding Company, Inc.<br>MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Management (Lathrop IC<br>)<br>With a copy to:<br><br>Holland & Knight LLP<br>10 St. James Avenue<br>Boston, Massachusetts 02116<br>Attention: Sara Heskett, Esq. |
| As to Citibank: | Citibank, N.A.<br>388 Greenwich Street, Trading 4th Floor<br>New York, NY 10013<br>Attention: Transaction and Asset Management Group<br>Re: Lathrop IC Deal ID No. _____<br>Facsimile: (212) 723-8209 |

(b) Whenever the Issuer or the Trustee is required or permitted to give or publish notice of any event or occurrence under this Indenture, such notice shall be given or published in such manner and by such means as the Issuer or the Trustee, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (1) publication in one or more

newspapers or trade journals selected by the Issuer or the Trustee, as the case may be; (2) publication by or through one or more financial information reporting services; (3) delivery to one or more "nationally recognized municipal securities information repositories" (as such term is defined in Securities and Exchange Commission Rule 15c2-12) or any successor repository or entity fulfilling a substantially similar or like role; or (4) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Trustee.

**Section 12.06. Trustee as Paying Agent and Bond Registrar**. The Trustee is hereby designated and agrees to act as paying agent and Bond registrar for and in respect to the Bonds.

**Section 12.07. Execution of Instruments by Bondholders and Proof of Ownership of Bonds**. Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of the Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be conclusively proved by the registration books kept under the provisions of Section 2.08 of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient. Any request or consent of the Holder of any Bond shall bind every future Holder of the same Bond in respect of anything done by the Trustee pursuant to such request or consent.

**Section 12.08. Mortgage Loan Documents Independent**.

(a) Enforcement of the covenants in this Indenture will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Borrower, the Project, the Mortgage Loan proceeds, any reserves or deposits required by the Mortgage Lender in connection with the Mortgage Loan transaction, or the rents or deposits or other income of the Project.

(b) Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Indenture or any of the Borrower Documents will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

(c) Notwithstanding anything in this Indenture, the Loan Agreement, the Note or the Bond Purchase Agreement to the contrary, (i) the Mortgaged Property (as defined in the Mortgage Loan Security Instrument) shall not include any portion of the Trust Estate and the Mortgage Lender shall not have any claim to or lien upon the Trust Estate under this Indenture and funds held by the Trustee under this Indenture and pledged to secure the repayment of the Bonds, except for Eligible Funds that may be returned to the party that deposited said funds with the Trustee as may be required under Section 5.02 hereof; and (ii) the Trust Estate shall not include any portion of the Mortgaged Property (as defined in the Mortgage Loan Security Instrument).

**Section 12.09. Counterparts**. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

**Section 12.10. U.S.A. Patriot Act Requirements of the Trustee**. To help the government of the United States of America fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Trustee may request documentation to verify such Person's formation and existence as a legal entity and the identity of the owners or controlling persons thereof. The Trustee may also request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent such Person or other relevant documentation. The Issuer (subject to Section 7.02(a)) and the Borrower agree that they will cooperate with the Trustee as reasonably necessary in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

**Section 12.11. Electronic Transmissions.**

(a) The transactions described in this Indenture may be conducted and the related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

(b) The Trustee shall have the right to accept and act upon directions or instructions given pursuant to this Indenture and delivered using Electronic Means; provided, however, that Borrower, the Issuer or such other party giving such direction or instruction, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer or Borrower elect to give the Trustee c- instructions by Electronic Means 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 good faith reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees to assume all risk arising out of the use of such Electronic Means 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.

**Section 12.12. Waiver of Jury Trial.** EACH OF THE BORROWER, THE HOLDERS AND THE TRUSTEE (BUT NOT THE ISSUER), HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.13. Unrelated Bond Issues.** The Issuer has, prior to the issuance of the Bonds, issued, and subsequent to the issuance of the Bonds, the Issuer expects to issue various series of bonds in connection with the financing of other projects (said bonds together with any bonds issued by the Issuer between the date hereof and issuance of the Bonds shall be referred to herein as the "Other Bonds"). Any pledge, mortgage, or assignment made in connection with any Other Bonds shall be protected, and any funds pledged or assigned for the payment of principal, premium, if any, or interest on the Other Bonds shall not be used for the payment of principal, premium, if any, or interest on the Bonds. Correspondingly, any pledge, mortgage, or assignment made in connection with the Bonds shall be protected, and any funds pledged or assigned for the payment of the Bonds shall not be used for the payment of principal, premium, if any, or interest on the Other Bonds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

CITY OF CHICAGO, as Issuer

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: Robert Cafarelli
Title: _____

**CONSENT AND AGREEMENT OF BORROWER**

For and in consideration of the issuance of the Bonds by the Issuer, the Borrower consents to and approves the Indenture in all respects. In addition, the Borrower agrees that whenever the Indenture by its terms imposes any duty or obligation on the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower agrees to carry out and perform its duties and obligations thereunder.

LATHROP PRESERVATION PHASE IC, LP,
an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

Appendices "A", "B", "C" and "D" referred to in this Trust Indenture read as follows:

*Appendix "A".*
(To Trust Indenture)

*Form Of Series 2026 Bond.*

REGISTERED
No. R-1

REGISTERED
$[PAR]

CITY OF CHICAGO
MULTIFAMILY HOUSING REVENUE BONDS
(LATHROP IC) SERIES 2026

THE BONDS, THE PREMIUM IF ANY, AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE INDENTURE, BUT NOT OTHERWISE.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BONDS AGAINST ANY PAST, PRESENT, OR FUTURE OFFICIAL, COUNSEL, ADVISOR, EMPLOYEE, CONTRACTOR, CONSULTANT, OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICIALS, COUNSEL, ADVISORS, EMPLOYEES, CONTRACTORS, CONSULTANTS OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THIS BOND.

| **Dated Date** | **Initial Interest Rate** | **Initial Mandatory Tender Date** | **Maturity Date** | **CUSIP Number** |
|---|---|---|---|---|
| _____ __, 2026 | ____% | July 1, 202_ | July 1, 2060 | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ MILLION DOLLARS ($[PAR])

FOR VALUE RECEIVED, the City of Chicago (the "Issuer"), a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of

the State of Illinois (the "State"), hereby promises to pay (but only out of the Trust Estate pledged therefor) to the registered owner identified above, or its successor or registered assignee or legal representative, unless previously called for redemption, the principal amount set forth above, on the Maturity Date identified above, in lawful money of the United States of America which on the date of payment is legal tender for the payment of public and private debts, upon the presentation and surrender of this Bond at the corporate trust office of Zions Bancorporation, National Association, as trustee, or its successor in trust (the "Trustee"), and to pay interest thereon (but only out of the Revenues) to the registered owner hereof from the Dated Date identified above to but not including [July 1, 2028][July 1, 2029] (the "Initial Mandatory Tender Date"), at the Initial Interest Rate per annum identified above and thereafter at the Remarketing Rate (as defined in the Trust Indenture) (subject to adjustment or change as provided in the Trust Indenture), payable at the times and in the manner hereinafter set forth. Principal hereof shall be payable, upon the request of any registered Holder of Bonds on the applicable Record Date having an aggregate principal amount of $1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the bank and account number specified by such holder to the Trustee in writing. All interest hereon shall be paid by check mailed by the Trustee to the registered Owner hereof at his or her address as it appears on the registration books of the Issuer (which are held and maintained by the Trustee), or, upon the request of any registered Holder of Bonds having an aggregate principal amount of $1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the bank and account number provided by such registered Owner to the Trustee in writing, such interest being payable semi-annually on each January 1 and July 1, commencing January 1, 2027, until the principal amount of the Bonds is paid or duly provided for in lawful money of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Capitalized terms used herein have the same meanings as set forth in the Trust Indenture, dated as of _____ 1, 2026, by and between the Issuer and the Trustee (the "Trust Indenture").

This Bond is one of an issue of the $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), of like date and tenor, except as to number and denomination, issued under and pursuant to the Constitution and laws of the State, for the purpose of making a loan to Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Borrower"), to finance a portion of the costs of the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction building that will generate 59 additional residential rental units and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740 and 2750-2768 North Hoyne and 2731-2759 North Leavitt (the "Project") and to pay the costs related to the issuance of the Bonds. The proceeds of the Bonds are being loaned to the Borrower by the Issuer under a Loan Agreement dated as of _____ 1, 2026, by and between the Borrower and the Issuer (the "Loan Agreement") and evidenced by a Promissory Note dated _____ __, 2026, from the Borrower in favor of the Issuer (the "Note").

The Bonds are issued under the Trust Indenture, and to the extent provided therein, are, together with all other Bonds that may be issued thereunder, equally and ratably secured and entitled to the protection given by the Trust Indenture. Pursuant to the Trust Indenture, the Issuer has assigned to the Trustee (among other things) the Revenues. Pursuant to the Note and the Loan

Agreement, payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Borrower to the Trustee for the account of the Issuer. The obligations of the Borrower under the Note and the Loan Agreement are secured by the proceeds of the Bonds deposited into the Project Fund and Eligible Funds deposited into the Collateral Fund created pursuant to Section 4.01 of the Trust Indenture.

Reference is made to the Trust Indenture, the Note, and the Loan Agreement and to all amendments and supplements thereto for a description of the property pledged and assigned and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and other obligations of the Issuer and the Trustee, the terms on which the Bonds are issued and secured, the rights of the Holders of the Bonds and provisions for defeasance of such rights. The terms and conditions set forth herein concerning payment and other rights and remedies of the Owners of the Bonds are descriptive only and are subject in all cases to the terms and conditions as set forth in the Trust Indenture.

The Bonds are issuable in the form of registered Bonds without coupons in Authorized Denominations (as defined in the Trust Indenture).

This Bond is negotiable and is transferable, as provided in, and subject to the restrictions set forth in, the Trust Indenture, only upon the books of the Issuer kept at the office of the Trustee, by the registered owner hereof in person or by his duly authorized attorney, and may be exchanged for new Bonds of the same aggregate principal amount of Authorized Denominations, maturity and interest rate, in registered form, but only upon presentation and surrender of this Bond, all in the manner and subject to the limitations and conditions provided in the Trust Indenture. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof for all purposes; and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are subject to mandatory tender in whole on each Mandatory Tender Date. Holders will not have the right to elect to retain their Bonds. Upon presentation and surrender of the Bonds by the Holder on the date fixed for tender, the Holder shall be paid the principal amount of the Bonds to be tendered, plus accrued interest on such Bonds to the Mandatory Tender Date.

The Holder of this Bond shall have no right to enforce the provisions of the Trust Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Trust Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Indenture. The Trustee shall treat the registered Owner of this Bond as the person exclusively entitled to payment of principal and interest, and the exercise of all rights and powers of the owner of this Bond.

All acts, conditions and things required by the statutes of the State, the Ordinance and the Trust Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed.

In any case where the date of maturity of or Interest Payment Date for this Bond shall not be a Business Day, the payment of interest or principal need not be made on such date but may be

made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or Interest Payment Date, as applicable.

This Bond shall not be entitled to any benefit under the Trust Indenture, or be valid or become obligatory for any purpose, until the Trustee shall have executed the Certificate of Authentication appearing hereon.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of an authorized officer and its corporate seal to be hereunto impressed or imprinted hereon and attested to by the manual or facsimile signature of an authorized officer of the Issuer, all as of the Dated Date identified above.

CITY OF CHICAGO, as Issuer

By: _____
Name: Brandon Johnson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Trust Indenture referred to in this Bond.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Signer

Date of Authentication: _____

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____
(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: _____
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____
Attorney to transfer the said bond on the books of the within-named Issuer maintained by the Trustee for the registration thereof, with full power of substitution in the premises.

_____

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed.

Signature guaranteed by:

_____
Eligible Guarantor

_____
Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

*Appendix "B".*
(To Trust Indenture)

*Form Of Requisition.*

Statement No. _____ requesting disbursement of funds from Project Fund pursuant to Section 3.03 of the Loan Agreement.

Pursuant to Section 3.03 of the Loan Agreement dated as of _____ 1, 2026 (the "Loan Agreement") between the City of Chicago (the "Issuer") and Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Borrower"), the undersigned Authorized Borrower Representative hereby requests and authorizes Zions Bancorporation, National Association, as trustee (the "Trustee"), as depositary of the Project Fund created by the Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), between the Issuer and the Trustee, to pay to [[Bank of America, N.A., as Mortgage Lender] *OR* [Greater Illinois Title] (the "Disbursing Agent"), as disbursing agent under that certain Disbursing Agreement dated as of _____ 1, 2026 (the "Disbursing Agreement"), among Mortgage Lender, Borrower, Trustee, and Disbursing Agent] *OR* [the person(s) listed on the Disbursement Schedule attached hereto]] out of the money deposited in the Project Fund the aggregate sum of $[_____] to pay the costs of the items listed in the Disbursement Schedule attached hereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Indenture and the Tax Regulatory Agreement, as applicable.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Loan Agreement and none of those items has formed the basis for any disbursement heretofore made from said Project Fund.

(b) Each such item is or was incurred in connection with the acquisition, construction, installation, equipment or improvement of the Project.

(c) The Borrower has received, or will concurrently with payment receive and deliver to the Trustee, appropriate waivers of any mechanics' or other liens with respect to each item for which disbursement is requested hereunder.

(d) After taking into account the proposed disbursement and any future disbursements,

(i) no more than 5% of the Net Proceeds of the Bonds will have been used for costs that are not Qualified Project Costs;

(ii) less than 25% of the Net Proceeds of the Bonds will have been used for the cost of acquiring land; and

(iii) not more than 2% of the Net Proceeds of the Bonds will have been used for Costs of Issuance.

(e) There is no current or existing default or event of default pursuant to the terms of the Loan Agreement, the Tax Regulatory Agreement or the Tax Representation Certificate and no event exists which by notice or passage of time or both would constitute an event of default under any of the foregoing documents.

(f) There are no liens on the Project except Permitted Encumbrances and those permitted or provided for by the Loan Agreement.

(g) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warranty, protection and authority to the Trustee for its actions taken pursuant hereto.

(h) The Borrower will provide a copy of each payee's Form W-9 or Form W-8, as applicable (unless previously provided). The Borrower further acknowledges the Trustee cannot process such disbursement request until the Trustee is in receipt of a valid Form W-9 or Form W-8, as applicable, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

(i) With respect to this requested disbursement, the Borrower (i) certifies that it has reviewed any wire instructions set forth in this written disbursement direction to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agrees that it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction (except with regard to (ii) and (iii) above that there has not been gross negligence or willful misconduct on the part of the Trustee with regard thereto).

[Remainder of Page Intentionally Left Blank]

This statement constitutes the approval of the Borrower of each disbursement hereby requested and authorized.

This ____ day of _____, 20__.

LATHROP PRESERVATION PHASE IC, LP, an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

Approved[1]:

BANK OF AMERICA, N.A., as Mortgage Lender

By _____
Name:
Title:

CHICAGO HOUSING AUTHORITY

By: _____
Name:
Title:

[1] Approval is only required from the party or parties providing funds to the Collateral Fund in connection with a disbursement.

**DISBURSEMENT SCHEDULE**

To Statement No. _____ requesting and authorizing disbursement of funds from Project Fund pursuant to Section 3.03 of the Loan Agreement.

| Payee | Amount | Payment Instructions (Wire, ACH, or Check) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

*Appendix "C".*
(To Trust Indenture)

*Funding Loan Agreement.*

This Funding Loan Agreement, dated as of _____ 1, 20__ [First Day of Month of Closing] (this "Funding Loan Agreement"), is entered into by CITIBANK, N.A., (together with any successor hereunder, the "Funding Lender") and the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State") (together with its successors and assigns, the "Governmental Lender").

RECITALS

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Governmental Lender is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds or notes in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Governmental Lender, which constitutes a valid public purpose for the issuance of revenue bonds or notes by the Governmental Lender; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, on _____ __, 2026 (the "Delivery Date") pursuant to and in accordance with the Ordinance adopted by the City Council of the Issuer on April __, 2026 (the "Ordinance") and a Trust Indenture dated as of _____ 1, 2026 (the "Indenture") between the Governmental Lender, as issuer, and Zions Bancorporation, National Association, as trustee (the "Trustee"), the Governmental Lender issued and sold its $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), and used the proceeds thereof to make a loan to Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Borrower"), upon the terms and conditions of a promissory note dated the Delivery Date (the "Initial Borrower Note"), from the Borrower to the Governmental Lender in the original principal amount of $[PAR] and the Loan Agreement dated as of _____ 1, 2026, between the Governmental Lender and the Borrower (the "Loan Agreement"), for purposes of funding a portion of the costs of [SUBJECT TO REVIEW AND REVISION] the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction building that will generate 59 additional residential rental units, the renovation of an existing power house building into commercial space and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne and 2731-2759 North Leavitt (the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, Bank of America, N.A. (the "Construction Lender") made a taxable construction loan to the Borrower in the original maximum principal amount of $[TAXABLE LOAN AMT], the proceeds of which were used (i) to finance a portion

of the costs of constructing and equipping of the Project and (ii) to make deposits into the Collateral Fund (as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Funding Lender entered into a Forward Commitment Agreement with the Borrower dated _____ __, 2026 (the "Forward Commitment Agreement"), whereby the Funding Lender committed, subject to the satisfaction of the Conditions to Funding set forth in the Forward Commitment Agreement, to facilitate the financing of the Project by making the Funding Loan (defined below) pursuant to the provisions of this Funding Loan Agreement and purchasing the Governmental Lender Note (as described below); and

WHEREAS, the Funding Lender has determined that the Conditions to Funding have been satisfied and, as a result, is entering into this Funding Loan Agreement pursuant to which the Funding Lender is making the Funding Loan to the Governmental Lender; and

WHEREAS, on the Funding Date (as defined herein), (i) the Bonds are subject to mandatory tender in accordance with the Indenture, (ii) the purchase price of the Bonds is being paid by the Trustee with the proceeds of the Funding Loan, (iii) the Bonds are being removed from the Book-Entry System and exchanged for the physical Governmental Lender Note and delivered to the Funding Lender to evidence the Funding Loan, (iv) this Funding Loan Agreement and the Borrower Loan Agreement dated as of _____ __, 202_ (the "Borrower Loan Agreement") by and between the Governmental Lender and the Borrower, are being delivered by the respective parties and becoming effective and supersede the Indenture and the Loan Agreement, respectively, (v) the Borrower is executing and delivering to the Governmental Lender an Amended and Restated Multifamily Note (Tax-Exempt) dated _____ __, 202_ (the "Borrower Note") to evidence its obligations under the Borrower Loan Agreement and is executing and delivering to the Funding Lender a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Tax-Exempt) of even date herewith (as amended, restated and/or supplemented from time to time, the "Security Instrument") with respect to the Project to secure its obligations under the Borrower Loan Agreement, and (vi) the taxable mortgage loan provided by the Construction Lender is being paid in full in accordance with the Indenture; and

WHEREAS, the Borrower Note, the Borrower Loan Agreement, the Funding Loan Documents (as defined in Section 1.1 below), and all other Borrower Loan Documents (excluding in all cases, the Unassigned Rights (as defined in Section 1.1 below)) are being assigned by the Governmental Lender to the Funding Lender to secure the Funding Loan; and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its Multifamily Housing Note (Lathrop IC) Series [20__] (the "Governmental Lender Note"), dated _____ __, 202_, evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement; and

WHEREAS, the execution, delivery and exchange of the Governmental Lender Note and the execution and delivery of this Funding Loan Agreement and the Borrower Loan Agreement have been in all respects duly and validly authorized in accordance with the Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

## DEFINITIONS; PRINCIPLES OF CONSTRUCTION

**Section 1.1. Definitions.** For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

(b) The terms "herein, "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

(d) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

(e) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) References to the Governmental Lender Note as "tax exempt" or to the "tax exempt status" of the Governmental Lender Note are to the exclusion of interest on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(h) The following terms have the meanings set forth below:

"Additional Borrower Payments" shall have the meaning given such term in the Borrower Loan Agreement.

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"Approved Transferee" means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of $5,000,000,000 or more, (2) an affiliate of the Funding Lender, (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates or any state or local government or any agency or entity which is a political subdivision of a federal, state or local government (a "Governmental Entity"), in each case (i) the beneficial interests in which will be owned only by QIBs or (ii) the beneficial interests in which will be rated in the "BBB"

category or higher without regard to modifier (or the equivalent investment grade category) by at least one nationally recognized rating agency, or (4) a Governmental Entity.

"Authorized Governmental Lender Representative" shall mean any person or persons specifically authorized by the Ordinance to take the action intended.

"Bonds" shall have the meaning given to such term in the recitals to this Funding Loan Agreement.

"Borrower" shall mean Lathrop Preservation Phase IC, LP, an Illinois limited partnership, organized and existing under the laws of the State, and its permitted successors and assigns.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Loan Agreement, as amended and superseded by the Borrower Loan Agreement in the principal amount of the Borrower Loan Amount, as evidenced by the Initial Borrower Note, as amended and restated by the Borrower Note.

"Borrower Loan Agreement" shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, which supersedes the Loan Agreement, as supplemented, amended or replaced from time to time in accordance with its terms.

"Borrower Loan Agreement Default" shall mean any event of default set forth in 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable cure period.

"Borrower Loan Amount" shall mean the amount of $[Loan Amount].

"Borrower Loan Documents" shall have the meaning given such term in the Borrower Loan Agreement.

"Borrower Note" shall mean that certain Amended and Restated Multifamily Note (Tax-Exempt) dated the Funding Date, which amends and restates the Initial Borrower Note, in the original principal amount of $[_____] made by the Borrower and payable to the Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Business Day" shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Code" shall mean the Internal Revenue Code of 1986 as in effect on the Delivery Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Delivery Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Conditions to Conversion" shall have the meaning given such term in the Construction Funding Agreement.

"Conditions to Funding" shall have the meaning given to such term in the Forward Commitment Agreement.

"Construction Funding Agreement" means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which, if applicable, a portion of the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"Control" shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"Conversion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Delivery Date" shall mean _____ __, 2026, the date on which the Bonds were issued and delivered.

"Equity Investor" shall mean Bank of America, N.A,. a national banking association, its successors and assigns.

"Event of Default" shall have the meaning ascribed thereto in Section 9.1 hereof.

"Fitch" shall mean Fitch, Inc.

"Forward Commitment Agreement" shall have the meaning assigned to such term in the recitals above.

"Funding Date" shall mean _____ __, 20__, the date on which the Conditions to Funding are satisfied and the Funding Lender makes the Funding Loan.

"Funding Lender" shall mean Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

"Funding Loan" shall mean the loan in the original principal amount of $[FUNDING LOAN AMT] made by the Funding Lender to the Governmental Lender under this Funding Loan Agreement to purchase the Governmental Lender Note, the proceeds of which are being used by the Trustee to pay the purchase price of the Bonds on the Funding Date and to fund any remaining costs of the Project.

"Funding Loan Agreement" shall mean this Funding Loan Agreement, dated _____ __, 202_, by and between the Funding Lender and the Governmental Lender, which supersedes the Indenture, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental hereto entered into pursuant to the applicable provisions hereof.

"Funding Loan Documents" shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Certificates, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

"Governmental Lender" shall mean the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the 1970 Constitution and laws of the State of Illinois, together with its successors and assigns.

"Governmental Lender Note" shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

"Highest Rating Category" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax exempt municipal debt established by S&P is "A 1+" for debt with a term of one year or less and "AAA" for a term greater than one year, with corresponding ratings by Moody's of "MIG 1" (for fixed rate) or "VMIG 1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (i) both S&P and Moody's rate a Permitted Investment and (ii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

"Indenture" shall have the meaning set forth in the recitals hereto.

"Initial Borrower Note" shall have the meaning given to such term in the recitals to this Funding Loan Agreement.

"Loan Agreement" shall have the meaning set forth in the recitals hereto.

"Maturity Date" shall mean [July] 1, 2060.

"Maximum Rate" shall mean the lesser of (i) 10% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

"Minimum Beneficial Ownership Amount" shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Noteowner" or "owner of the Governmental Lender Note" means the owner of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(d).

"Ongoing Governmental Lender Fee" shall mean (i) the annual fee of the Governmental Lender in the amount of 15 basis points multiplied by the Outstanding principal amount of the Governmental Lender Note, which fee accrues monthly, and is payable semiannually by the Borrower to the Governmental Lender on each _____ 1 and _____ 1 commencing with the _____ 1 or _____1 next succeeding the delivery of the Governmental Lender Note, so long as any portion of the Funding Loan is outstanding, and (ii) a monitoring fee equal to $25 per unit, paid annually and submitted with the annual owner's certification to the Governmental Lender's Department of Housing.

"Opinion of Counsel" shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on

the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

"Ordinance" shall mean the Ordinance adopted by the City Council of the Governmental Lender on April __, 2026, authorizing, among other things, the Funding Loan and the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party.

"Permitted Investments" shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Direct obligations of the United States of America including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America ("Government Obligations").

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America, or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Demand deposits or time deposits with, or certificates of deposit issued by any bank organized under the laws of the United States of America or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than $50,000,000 and maturing in less than 365 days; provided that such institution has been rated at least "VMIG-1"/"A-1+" by Moody's/S&P which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation or collateralized pursuant to the requirements of the Office of the Comptroller of the Currency.

(d) Bonds (including tax-exempt bonds), bills, notes or other obligations of or secured by Fannie Mae, Freddie Mac, the Federal Home Loan Bank or the Federal Farm Credit Bank.

(e) Money market funds rated AAA by S&P which are registered with the Securities and Exchange Commission and which meet the requirements of Rule 2(a)(7) of the Investment Company Act of 1940, as amended.

(f) Collateralized Investment Agreements or Repurchase Agreements with financial institutions rated in the "A" category or higher without regard to qualifiers, by at least one Rating Agency. The agreement must be continually collateralized with obligations specified in paragraphs (a), (b) and/or (d) above, eligible for wire through the Federal Reserve Bank System or the DTC/PTC as applicable, and at a level of at least 103% of the amount on deposit and valued no less than daily. The collateral must be held by a third party custodian and be free and clear of all liens and claims of third parties. Securities must be valued daily, marked-to-market at current market price plus accrued interest. If the market value of the securities is found to be below the required level, the provider must restore the market value of the securities to the required level within one (1) business day. Permitted collateral must be delivered to and held in a segregated account by a custodian (the "Collateral Agent"), and the Collateral Agent cannot be the provider. The collateral must be delivered to the Collateral Agent before/simultaneous with payment (perfection by possession of certificated securities). Acceptable collateral must be free and clear of all liens and claims of third parties and shall be registered in the name of the Collateral Agent for the benefit of the Governmental Lender. The agreement shall state that the Collateral Agent has a valid and perfected first priority security interest in the securities, any substituted securities and all proceeds thereof.

(g) Any other investment authorized by the laws of the State, if such investment is approved in advance in writing by the Funding Lender in its sole discretion.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment or any agreement with a maturity profile greater than the date(s) on which funds representing the corpus of the investment may be needed under the Funding Loan Documents. This exception (1) shall not apply to Permitted Investments listed in paragraph (g).

(2) Any obligation bearing interest at an inverse floating rate.

(3) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(4) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pledged Revenues" shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

"Prepayment Premium" shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

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

"Rating Agency" shall mean any one and each of S&P, Moody's and Fitch then rating the Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, which has been approved by the Funding Lender.

"Regulations" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"Regulatory Agreement" shall mean that certain Tax Regulatory Agreement, dated as of the Delivery Date, by and among the Governmental Lender, the Trustee and the Borrower, as hereafter amended or modified.

"Required Transferee Representations" shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security" shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement as more fully set forth in Article IV hereof.

"Security Instrument" shall mean the Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

"Servicer" shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

"Servicing Agreement" shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"State" shall mean the State of Illinois.

"Tax Certificates" shall mean, collectively, the Certificate of the Issuer re Arbitrage, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower, together with the Tax Representation Certificate, dated the Closing Date, executed and delivered by the Borrower.

"Tax Counsel" shall mean Ice Miller LLP or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

"Tax Counsel Approving Opinion" shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"Tax Counsel No Adverse Effect Opinion" shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"Trustee" shall have the meaning set forth in the recitals hereto.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Unassigned Rights" shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to receive the Ongoing Governmental Lender Fee, its rights to indemnification under Section 5.15 thereof, its rights to attorneys' fees under Sections 5.11 and 5.14 thereof, its rights of access under Section 5.17 of the Borrower Loan Agreement, its rights to enforce the terms of the Regulatory Agreement, including Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project, its rights to receive notices, reports and other statements and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

"Written Certificate," "Written Certification," "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request," and "Written Requisition" shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized Governmental Lender Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer, the Governmental Lender or such other Person as required under the Funding Loan Documents.

"Yield" shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

**Section 1.2. Effect of Headings and Table of Contents.** The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

**Section 1.3. Date of Funding Loan Agreement.** The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

**Section 1.4. Designation of Time for Performance**. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

**Section 1.5. Interpretation**. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

## ARTICLE II

## TERMS; GOVERNMENTAL LENDER NOTE

**Section 2.1. Terms.**

(a) Principal Amount. The total principal amount of the Funding Loan is $[_____].

(b) [Reserved].

(c) Origination Date; Maturity. The Funding Loan shall be originated on the Funding Date and shall mature on the Maturity Date at which time the entire principal amount of the Governmental Lender Note, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender on the Funding Date, less any payments of principal of the Governmental Lender Note received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Funding Loan and the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Funding Loan and the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

**Section 2.2. Form of Governmental Lender Note.** As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The

Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement. In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Governmental Lender Note on or after the Conversion Date for a new Governmental Lender Note with a dated date of the Conversion Date and in a stated principal amount equal to the then outstanding principal amount of the Governmental Lender Note, which amount will equal the Permanent Period Amount (as defined in the Construction Funding Agreement) of the Borrower Loan.

**Section 2.3. Execution and Delivery of Governmental Lender Note.** The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal. The manual or facsimile signatures of individuals who were the proper officers of the Governmental Lender at the time of execution shall bind the Governmental Lender, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of the Governmental Lender Note or shall not have held such offices at the date of the Governmental Lender Note.

**Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.**

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Funding Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan or (ii) any portion of or a participation interest in the Governmental Lender Note and the Funding Loan, to the extent permitted by Section 2.4(c) below, provided that such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations provided, however, that no Required Transferee Representations shall be required to be delivered by transferees or beneficial interest holders described in clauses (3) or (4) of the definition of "Approved Transferee."

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Note and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount provided, however, that beneficial ownership interests in the Governmental Lender Note and Funding Loan described in clause (3) of the definition of "Approved Transferee" may be sold in any amount without regard to the Minimum Beneficial Ownership Amount.

(d) No service charge shall be made for any sale or assignment of any portion of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such sale or assignment. Such sums shall be paid in every instance by the purchaser or assignee of the Funding Loan or portion thereof.

(e) The Governmental Lender Note shall be in fully-registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

(f) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Note.

## ARTICLE III

## PREPAYMENT

**Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note.** The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds of the Governmental Lender received by the Governmental Lender to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the Borrower Note at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

**Section 3.2. Notice of Prepayment.** Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

## ARTICLE IV

## SECURITY

**Section 4.1. Security for the Funding Loan.** To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the terms and provisions of this Funding Loan Agreement and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender does hereby grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not

impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

**Section 4.2. Delivery of Security.** To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security, at the expense of the Borrower.

## ARTICLE V

## LIMITED LIABILITY

**Section 5.1. Source of Payment of Funding Loan and Other Obligations**. The Funding Loan is a special limited obligation of the Governmental Lender, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. The Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and none of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein, and none of the Funding Loan or the Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan, the Governmental Lender Note, or hereunder, shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. No holder of the Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

**Section 5.2. Exempt from Individual Liability.** No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Note or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing the Governmental Lender Note in his or her personal capacity. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future official, employee or agent of the Governmental Lender in his individual capacity, and neither the officials, employees or agents of the Governmental Lender executing the Governmental Lender Note or this Funding Loan Agreement shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the issuance of the Governmental Lender Note or the execution of this Funding Loan Agreement.

## ARTICLE VI

## CLOSING CONDITIONS; APPLICATION OF FUNDS

**Section 6.1. Conditions Precedent to Closing.** Closing of the Funding Loan on the Funding Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement (other than the requirements in clauses (g) and (h) of this section as applicable to deliverables to the Governmental Lender, or the

requirements in clauses (e) and (i) below, each of which may only be waived by the Governmental Lender), including but not limited to the following:

(a) Receipt by the Funding Lender of the original Governmental Lender Note;

(b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed without recourse to the Funding Lender by the Governmental Lender;

(c) Receipt by the Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Certificates and the Security Instrument;

(d) A certified copy of the Ordinance;

(e) The Required Transferee Representations from the Funding Lender;

(f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;

(g) Receipt by the Governmental Lender and the Funding Lender of a Tax Counsel Approving Opinion;

(h) Receipt by the Funding Lender and the Governmental Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act of 1933, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender to the effect that the Borrower Loan Documents are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender; and

(j) Receipt by the Funding Lender and the Governmental Lender of any other documents or opinions that the Funding Lender, the Governmental Lender or Tax Counsel may require in connection with the closing.

## ARTICLE VII

## FUNDS AND ACCOUNTS

**Section 7.1. Authorization to Create Funds and Accounts.** No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender and the Servicer, if any, and any designee of the Funding Lender or the Servicer, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

**Section 7.2. Investment of Funds**. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested by the Funding Lender, the Servicer or the designee of the Funding Lender or Servicer, as applicable, in Permitted Investments at the written direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Certificates. Any investment income earned on amounts on deposit in each such fund or account shall be retained in and credited to and become a part of the amounts on deposit in that fund or account.

## ARTICLE VIII

## REPRESENTATIONS AND COVENANTS

**Section 8.1. General Representations**. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a home rule unit of local government, organized and existing under the 1970 Constitution and laws of the State of Illinois, has the power and authority to (i) enter into the Funding Loan Documents to which it is a party and the transactions contemplated thereby, (ii) incur the limited obligation represented by the Governmental Lender Note and the Funding Loan and apply the proceeds of such obligation or loan to finance the Project and (iii) carry out its other obligations under this Funding Loan Agreement and the Governmental Lender Note, and by proper action has duly authorized the Governmental Lender's execution and delivery of, and its performance under, such Funding Loan Documents and all other agreements and instruments relating thereto.

(b) The Governmental Lender is not in default under or in violation of, and the execution and delivery of the Funding Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not conflict or constitute a default under or a violation of, (i) the Ordinance, (ii) to its knowledge, any other existing laws, rules, regulations, judgments, decrees and orders applicable to it, or (iii) to its knowledge, the provisions of any agreements and instruments to which the Governmental Lender is a party, a default under or violation of which would prevent it from entering into this Funding Loan Agreement, executing and delivering the Governmental Lender Note, financing the Project, executing and delivering the other Funding Loan Documents to which it is a party or consummating the transactions contemplated thereby, and, to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice, or both, would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representations as to the necessity of registering the Borrower Note pursuant to any securities laws or complying with any other requirements of securities laws).

(c) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the knowledge of the Governmental Lender, threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to execute or deliver the Funding Loan Documents to which it is a party, (iii) the validity or enforceability of any such Funding Loan Documents or the transactions contemplated thereby, (iv) the title of any officer of the Governmental Lender who executed such Funding Loan Documents or (v) any authority or proceedings relating to the execution and delivery of such Funding Loan Documents on behalf of the Governmental Lender, and no such authority or proceedings have been repealed, revoked, rescinded or amended but are in full force and effect.

(d) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan as evidenced by the Governmental Lender Note.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

**Section 8.2. No Encumbrance on Security**. The Governmental Lender will not knowingly create or knowingly permit the creation of any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on a parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

**Section 8.3. Repayment of Funding Loan.** Subject to the provisions of Articles III and V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

**Section 8.4. Servicer**. The Funding Lender may appoint a Servicer to service and administer the Funding Loan and/or the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement.

**Section 8.5. Borrower Loan Agreement Performance.**

(a) The Funding Lender and the Servicer, if any, on behalf of the Governmental Lender, may (but shall not be required or obligated) perform and observe any agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify or cause to be notified the Borrower, the Servicer, if any, the Equity Investor and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice or otherwise has knowledge of such event; and further provided that the Governmental Lender shall have no liability to any person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, the Equity Investor and the Governmental Lender in writing of the occurrence of any Event of Default or any Borrower Loan Agreement Default known to the Funding Lender.

**Section 8.6. Maintenance of Records; Inspection of Records**.

(a) The Funding Lender shall keep and maintain adequate records pertaining to any funds and accounts established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Governmental Lender Note and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and premium paid on the Funding Loan, subject to the inspection of the Governmental Lender and its representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

**Section 8.7. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will (subject to the limited liability provisions hereof):

(a) [Reserved];

(b) Not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions, which would cause the interest payable on the Governmental Lender Note to be includable in gross income for federal income tax purposes;

(c) Whenever and so often as requested by Funding Lender, the Governmental Lender (at the sole cost and expense of the Borrower) shall do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Governmental Lender Note will be excluded from the gross income of the Noteowner, for federal income tax purposes, pursuant to Section 103 of the Code, except in the event where any owner of the Governmental Lender Note or a portion thereof is a "substantial user" of the facilities financed with the Funding Loan or a "related person" within the meaning of Section 147(a) of the Code;

(d) Not knowingly take any action or, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificates, knowingly permit or suffer any action to be taken if the result of the same would be to cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations;

(e) Require the Borrower to agree, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Governmental Lender Note to be an "arbitrage bond" within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

(f) Require the Borrower, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, to take all steps necessary to compute and pay any rebatable arbitrage in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 8.7, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificates, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full. In the event of any conflict between this Funding Loan Agreement and the Tax Certificates, the requirements of the Tax Certificates shall control.

For purposes of this Section 8.7 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's knowledge and control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

**Section 8.8. Performance by the Borrower**. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

## ARTICLE IX

## DEFAULT; REMEDIES

**Section 9.1. Events of Default.** Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or Governmental Authority):

(a) A default in the payment of any interest on the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.8 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" (as defined in the applicable agreement) under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Any notice of default delivered by the Funding Lender to the Borrower shall be contemporaneously delivered to the Equity Investor.

**Section 9.2. Acceleration of Maturity; Rescission and Annulment.**

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

(i) There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Funding Loan, (2) the principal of and Prepayment Premium on the Funding Loan that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Funding Loan, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Funding Loan, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

(ii) All Events of Default, other than the non payment of the principal of the Funding Loan which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(c) Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

**Section 9.3. Additional Remedies; Funding Lender Enforcement.**

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

(c) Whether or not an Event of Default has occurred, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

(e) If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

**Section 9.4. Application of Money Collected**. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to the Governmental Lender, the Funding Lender, the Servicer and the Rebate Analyst;

(b) Second: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Funding Loan) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Funding Loan; provided, however, that partial interests in any portion of the Funding Loan shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(c) Third: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, if any, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

**Section 9.5. Remedies Vested in Funding Lender**. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

**Section 9.6. Restoration of Positions**. If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

**Section 9.7. Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 9.8. Delay or Omission Not Waiver**. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

**Section 9.9. Waiver of Past Defaults**. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by

Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note**. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

**Section 9.11. Waiver of Appraisement and Other Laws.**

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

**Section 9.12. Suits to Protect the Security**. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental Authority enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

**Section 9.13. Remedies Subject to Applicable Law**. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

**Section 9.14. Assumption of Obligations.** In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents.

## ARTICLE X

## AMENDMENT; AMENDMENT OF FUNDING LOAN AGREEMENT AND OTHER DOCUMENTS

**Section 10.1. Amendment of Funding Loan Agreement.** Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

**Section 10.2. Amendments Require Funding Lender Consent**. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with prompt notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender.

**Section 10.3. Consents and Opinions**. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender and the Governmental Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations. No modification or amendment of the terms of the Borrower Loan Agreement or the Borrower Note may be undertaken without the prior Written Consent of the Funding Lender and the provision to the Funding Lender and the Governmental Lender, at the expense of the Borrower, of a Tax Counsel No Adverse Effect Opinion with regard to such proposed modification.

## ARTICLE XI

## MISCELLANEOUS

**Section 11.1. Notices.** All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex,

telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Governmental Lender:

City of Chicago
Department of Housing
City Hall
121 N. LaSalle Street, Room 1006
Chicago, Illinois 60602

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

and to:

City of Chicago
Department of Finance
City Hall
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to Borrower:

Lathrop Preservation Phase IC, LP
c/o Related Lathrop LLC
350 W. Hubbard Street, Suite 300
Chicago, Illinois 60654
Attention: Senior Vice President Affordable Housing

And to:

c/o Bickerdike Lathrop, LLC
2550 W. North Avenue
Chicago, Illinois 60647
Attention: Chief Executive Officer

and with a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Attention: Bennett P. Applegate, Jr.

and a copy to:

Bank of America, N.A.,

| | |
|---|---|
| | MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Management (Lathrop IC) |
| | Banc of America CDC Special Holding Company, Inc.<br>MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Management (Lathrop IC) |
| | With a copy to: |
| | Holland & Knight LLP<br>10 St. James Avenue<br>Boston, Massachusetts 02116<br>Attention: Sara Heskett, Esq. |
| If to the Funding Lender | Citibank, N.A.<br>388 Greenwich Street, Trading 4th Floor<br>New York, New York 10013<br>Attention: Transaction and Asset Management Group<br>Deal ID# Lathrop IC [_____]<br>Facsimile: (212) 723-8209 |
| And to: | Citibank, N.A.<br>Transaction and Asset Management Group/Post Closing<br>Citi Community Capital<br>3800 Citibank Center<br>Tampa, Florida 33610<br>Deal ID# Lathrop IC [_____] |
| And if prior to the Conversion Date: | Citibank, N.A.<br>388 Greenwich Street, Trading 4th Floor<br>New York, New York 10013<br>Attention: Account Specialist<br>Deal ID# Lathrop IC [_____]<br>Facsimile: (212) 723-8209 |

| | |
|---|---|
| Following the Conversion Date, with a copy to: | Citibank, N.A.<br>c/o Berkadia Commercial Servicing Department<br>323 Norristown Road, Suite 300<br>Ambler, Pennsylvania 19002<br>Attention: Client Relations Manager<br>Deal ID # Lathrop IC [_____]<br>Facsimile: (215) 328-0305 |
| And a copy of any notices of default sent to: | Citibank, N.A.<br>388 Greenwich Street, 17th Floor<br>New York, New York 10013<br>Attention: General Counsel's Office<br>Deal ID # Lathrop IC [_____]<br>Facsimile: (646) 291-5754 |

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day; and provided further that notice to the Governmental Lender shall not be deemed to have been given until actually received by the Governmental Lender. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

**Section 11.2. Term of Funding Loan Agreement.** This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for (such payment or provision to be solely from the Security set forth in Article IV hereof as further provided in Section 8.3); except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

**Section 11.3. Successors and Assigns.** All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

**Section 11.4. Legal Holidays.** In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall

have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period from and after such date and prior to the date of payment.

**Section 11.5. Governing Law.** This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

**Section 11.6. Severability.** If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

**Section 11.7. Execution in Several Counterparts.** This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

**Section 11.8. Nonrecourse Obligation of the Borrower.** Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

**Section 11.9. Electronic Transactions.** The transactions described in this Funding Loan Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, original executed versions of each of the Funding Loan Documents shall be delivered to the Funding Lender in connection with the closing of the transactions described herein.

**Section 11.10. Reference Date.** This Funding Loan Agreement is dated for reference purposes only as of the first day of [_____], 20[__].

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

**CITIBANK, N.A.**

By: _____
Name: _____
Title: _____
Deal ID: [_____]

**CITY OF CHICAGO**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

(Sub)Exhibits "A" and "B" referred to in this Funding Loan Agreement read as follows:

*(Sub)Exhibit "A".*
(To Funding Loan Agreement)

*Form Of Governmental Lender Note.*

**THIS GOVERNMENTAL LENDER NOTE MAY BE OWNED ONLY BY AN "APPROVED TRANSFEREE" (AS SUCH TERM IS DEFINED IN THE FUNDING LOAN AGREEMENT REFERENCED BELOW), AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE: (A) REPRESENTS THAT IT IS AN APPROVED TRANSFEREE, AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.**

**CITY OF CHICAGO**
**MULTIFAMILY HOUSING NOTE**
**(LATHROP IC)**
**SERIES [20__]**

**$[FUNDING LOAN AMT]**

FOR VALUE RECEIVED, the undersigned the CITY OF CHICAGO ("Obligor") promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of [FUNDING LOAN AMOUNT IN WORDS] $[FUNDING LOAN AMT], on [July] 1, 2060, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of _____ __, 202_ (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Governmental Lender Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on this Governmental Lender Note in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of this Governmental Lender Note so paid.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on this Governmental Lender Note then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to Lathrop Preservation Phase IC, LP, an Illinois limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of _____ __, 202_ (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under this Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan

Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of, interest on, and, premium, if any, on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity, and those respecting limitations on liability in Article V of the Funding Loan Agreement.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement but solely from the Pledged Revenues, the Security, or amounts provided by the Borrower.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note by its authorized representative as of the date first set forth above.

OBLIGOR:

**CITY OF CHICAGO**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

*(Sub)Exhibit "B".*
(To Funding Loan Agreement)

*Form Of Required Transferee Representations.*

[_____, 20__]

The undersigned, as holder (the "Holder") of a loan (the "Funding Loan") in the maximum amount of $_____ from CITIBANK, N.A. ("Funding Lender") to the City of Chicago ("Governmental Lender") pursuant to a Funding Loan Agreement dated as of _____ __, 202_ (the "Funding Loan Agreement") between the Funding Lender and the Governmental Lender (the "Funding Loan") evidenced by the Multifamily Housing Note (Lathrop IC) Series [20__] (the "Governmental Lender Note"), or an interest therein, hereby represents that:

1. The Funding Lender acknowledges the execution and delivery of the Governmental Lender Note in the original aggregate principal amount of $_____.

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution and delivery of the Governmental Lender Note.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Funding Loan. The Holder is able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, [the Project] [the use of proceeds of the Funding Loan] and the Funding Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to [extend/purchase] the Funding Loan [or an interest therein]. In entering into this transaction, the Holder acknowledges that it has not relied upon any representations or opinions of the Governmental Lender relating to the legal consequences to the Funding Lender or other aspects of its making the Funding Loan and acquiring the Governmental Lender Note, nor has it looked to, or expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transactions contemplated by the Funding Loan Agreement and the Borrower Loan Agreement, or the adequacy of the funds pledged to the Funding Lender to secure repayment of the Governmental Lender Note.

5. The Holder is an Approved Transferee (as defined in the Funding Loan Agreement).

6. The Holder acknowledges that it is purchasing [an interest in] the Governmental Lender Note for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the

Governmental Lender Note and the Funding Loan; provided, however, that the Holder may sell or transfer the Governmental Lender Note and the Funding Loan as provided in Section 2.4 of the Funding Loan Agreement.

7. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Funding Loan will disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Holder understands that the Funding Loan is a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Funding Loan are expressly limited as set forth in the Funding Loan Agreement and related documents.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[Signature Page to Required Transferee Representations]

[ ], as Holder

By
Name
Its

*Appendix "D".*
(To Trust Indenture)

**BORROWER LOAN AGREEMENT**

**Between**

**CITY OF CHICAGO,**
**as Governmental Lender,**

**and**

**LATHROP PRESERVATION PHASE IC, LP,**
**as Borrower**

**Dated as of [_____] 1, 20[__]**

**Relating to:**

**$[LOAN AMOUNT]**

**Funding Loan originated by CITIBANK, N.A., as Funding Lender**

The interest of the City of Chicago (the "Governmental Lender") in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to Citibank, N.A., as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between Governmental Lender and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender to fund the Borrower Loan made under this Borrower Loan Agreement.

THIS BORROWER LOAN AGREEMENT (this "Borrower Loan Agreement") is entered into as of the first day of [_____], 20[_]between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the 1970 Constitution and the laws of the State of Illinois (the "State") (together with its successors and assigns, the "Governmental Lender") and LATHROP PRESERVATION PHASE IC, LP, an Illinois limited partnership (together with its successors and assigns, the "Borrower").

**WITNESSETH:**

**RECITALS**

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Governmental Lender is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds or notes in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Governmental Lender, which constitutes a valid public purpose for the issuance of revenue bonds or notes by the Governmental Lender; and; and

WHEREAS, the Governmental Lender is authorized (a) to make loans to any person to provide financing for residential rental developments located within the City of Chicago, and intended to be occupied in part or in whole by persons of low and moderate income; (b) to borrow funds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with any such borrowing by the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the repayment of any such borrowing by the Governmental Lender; and

WHEREAS, on _____ __, 2026 (the "Delivery Date") pursuant to and in accordance with the Ordinance and a Trust Indenture dated as of _____ 1, 2026 (the "Indenture") between the Governmental Lender, as issuer, and Zions Bancorporation, National Association, as trustee (the "Trustee"), the Governmental Lender issued and sold its $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), and used the proceeds thereof to make a loan to the Borrower, upon the terms and conditions of a promissory note dated the Delivery Date (the "Initial Borrower Note"), from the Borrower to the Governmental Lender in the original principal amount of $[PAR] and the Loan Agreement dated as of _____ 1, 2026, between the Governmental Lender and the Borrower (the "Loan Agreement"), for purposes of funding a portion of the costs of the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction building that will generate 59 additional residential rental units, the renovation of an existing power house building into commercial space and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne and 2731-2759 North Leavitt (the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, Bank of America, N.A. (the "Construction Lender") made a taxable construction loan to the Borrower in the original maximum principal amount of $[TAXABLE LOAN AMT], the proceeds of which were used (i) to finance a portion

of the costs of constructing, and equipping of the Project and (ii) to make deposits into the Collateral Fund (as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Funding Lender entered into a Forward Commitment Agreement with the Borrower dated _____ __, 2026 (the "Forward Commitment Agreement"), whereby the Funding Lender committed, subject to the satisfaction of the Conditions to Funding set forth in the Forward Commitment Agreement, to facilitate the financing of the Project by making the Funding Loan (defined below) pursuant to the provisions of the Funding Loan Agreement (defined below) and purchasing the Governmental Lender Note (as described below); and

WHEREAS, the Funding Lender has determined that the Conditions to Funding have been satisfied and, as a result, is entering into that certain Funding Loan Agreement, dated as of the date hereof, with the Governmental Lender (the "Funding Loan Agreement"), pursuant to which the Funding Lender is making the Funding Loan to the Governmental Lender; and

WHEREAS, on the Funding Date (as defined herein), (i) the Bonds are subject to mandatory tender in accordance with the Indenture, (ii) the purchase price of the Bonds is being paid by the Trustee with the proceeds of the Funding Loan, (iii) the Bonds are being removed from the Book-Entry System and exchanged for the physical Governmental Lender Note and delivered to the Funding Lender to evidence the Funding Loan, (iv) the Funding Loan Agreement and this Borrower Loan Agreement are being delivered by the respective parties and becoming effective and supersede the Indenture and the Loan Agreement, respectively, (v) the Borrower is executing and delivering to the Governmental Lender an Amended and Restated Multifamily Note (Tax-Exempt) dated the Funding Date (the "Borrower Note") to evidence its obligations under this Borrower Loan Agreement and is executing and delivering to the Funding Lender a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Tax-Exempt) of even date herewith (as amended, restated and/or supplemented from time to time, the "Security Instrument") with respect to the Project to secure its obligations under this Borrower Loan Agreement, and (vi) the taxable mortgage loan provided by the Construction Lender is being paid in full with amounts on deposit in the Collateral Fund in accordance with the Indenture; and

WHEREAS, the Borrower Note, this Borrower Loan Agreement, the Funding Loan Documents (as defined in the Funding Loan Agreement) and all other Borrower Loan Documents (excluding in all cases, the Unassigned Rights (as defined in the Funding Loan Agreement)) are being assigned by the Governmental Lender to the Funding Lender to secure the Funding Loan.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

## DEFINITIONS; PRINCIPLES OF CONSTRUCTION

**Section 1.1. Specific Definitions.** For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(e) Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

**Section 1.2. Definitions**. The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"ADA" shall have the meaning set forth in Section 4.1.38 hereof.

"Additional Borrower Payments" shall mean the payments payable pursuant to Section 2.5 hereof (Additional Borrower Payments), Section 2.6 hereof (Overdue Payments; Payments in Default), and Section 5.14 hereof (Expenses); Section 3.3.3 (Borrower Loan in Balance) of the Construction Funding Agreement; and Section 10 (Prepayments) of the Borrower Note.

"Agreement of Environmental Indemnification" shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Beneficiary Parties (as defined therein) and any lawful holder, owner or pledgee of the Borrower Note from time to time.

"Appraisal" shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

"Approved Developer Fee Schedule" shall have the meaning set forth in the Construction Funding Agreement.

"Architect" shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

"Architect's Agreement" shall mean any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

"Authorized Borrower Representative" shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding

Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

"Bankruptcy Code" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

"Bankruptcy Event" shall have the meaning given to that term in the Security Instrument.

"Bankruptcy Proceeding" shall have the meaning set forth in Section 4.1.8 hereof.

"Beneficiary Parties" shall mean, collectively, the Funding Lender and the Governmental Lender.

"Bonds" shall have the meaning set forth in the recitals hereto.

"Borrower" shall have the meaning set forth in the first paragraph to this Borrower Loan Agreement.

"Borrower Affiliate" shall mean, as to the Borrower, its general partner or the Guarantor, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower, its general partner or the Guarantor, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower, its general partner or the Guarantor, (iii) any partner, shareholder or, if a limited liability company, member of Borrower, its general partner or the Guarantor, or (iv) any other person that is related (to the third degree of consanguinity) by blood or marriage to the Borrower, its general partner or the Guarantor (to the extent any of the Borrower, its general partner or the Guarantor is a natural person).

"Borrower Controlling Entity" shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower, or if the Borrower is a not for profit corporation, the shareholders thereof.

"Borrower Deferred Equity" shall have the meaning set forth in the Construction Funding Agreement.

"Borrower Initial Equity" shall have the meaning set forth in the Construction Funding Agreement.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"Borrower Loan Agreement" shall mean this Borrower Loan Agreement.

"Borrower Loan Amount" shall mean $[_____], the original maximum principal amount of the Borrower Note.

"Borrower Loan Documents" shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Security Instrument, the Agreement of Environmental Indemnification, the Guaranty, the Replacement Reserve Agreement, the Contingency Draw Down Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

"Borrower Loan Payment Date" shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

"Borrower Loan Payments" shall mean the monthly loan payments payable pursuant to the Borrower Note.

"Borrower Loan Proceeds" shall mean proceeds of the Borrower Loan.

"Borrower Note" shall mean that certain Amended and Restated Multifamily Note dated the Funding Date, which amends the Initial Borrower Note, in the original maximum principal amount of the Borrower Loan Amount made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Borrower Payment Obligations" shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

"Business Day" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Calendar Month" shall mean each of the twelve (12) calendar months of the year.

"CC&R's" shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property.

"CHA" shall mean the Chicago Housing Authority.

"CHA ROFR Agreement" means that certain Chicago Housing Authority Option and Right of First Refusal Agreement among the CHA, the Borrower and the General Partner and consented to by the Investor Limited Partner.

"Code" shall mean the Internal Revenue Code of 1986 as in effect on the Delivery Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Delivery Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Collateral" shall mean, collectively, all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Governmental Lender and/or the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral (exclusive of the Unassigned Rights) is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

"Completion" shall have the meaning set forth in Section 5.25.

"Completion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Computation Date" shall have the meaning ascribed thereto in Section 1.148 3(e) of the Regulations.

"Condemnation" shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

"Conditions to Conversion" shall have the meaning set forth in the Construction Funding Agreement.

"Conditions to Funding" shall have the meaning set forth in the Forward Commitment Agreement.

"Construction Consultant" shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

"Construction Contract" shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

"Construction Funding Agreement" shall mean that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"Contingency Draw-Down Agreement" shall mean the Contingency Draw-Down Agreement of even date herewith, between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw down loan to a fully funded loan.

"Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Funding Date, as amended, supplemented or restated from time to time.

"Contractor" shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements.

"Contractual Obligation" shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

"Conversion" shall mean Funding Lender's determination that the Conditions to Conversion have been satisfied in accordance with the provisions of this Borrower Loan Agreement and the Construction Funding Agreement.

"Conversion Date" shall mean the date to be designated by Funding Lender once the Conditions to Conversion have been satisfied, the determination of the Permanent Period Amount has been made and any loan balancing payments in accordance with Section 3.3 hereof and the Construction Funding Agreement have been made. The Conversion Date must occur no later than the Outside Conversion Date.

"Cost Breakdown" shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement, as the same may be amended from time to time with Funding Lender's consent.

"Costs of Funding" shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) any recording fees; (v) any additional fees charged by the Governmental Lender; and (vi) costs incurred in connection with any required public notices generally and costs of any public hearing related to the Funding Loan and the financing of the Project with the proceeds thereof.

"Costs of Funding Deposit" shall mean the amount required to be deposited by the Borrower with Greater Illinois Title to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

"Cost of Improvements" shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

"County" shall mean Cook County, Illinois.

"Day" or "Days" shall mean calendar days unless expressly stated to be Business Days.

"Debt" shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse or nonrecourse, short term or long term, direct or contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

"Default Rate" shall have the meaning given to that term in the Borrower Note.

"Delivery Date" shall have the meaning set forth in the recitals hereto.

"Determination of Taxability" shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a "substantial user" of the Project or a "related person" (as such terms are defined in Section 147(a) of the Code); provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final

determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be.

"Developer Fee" shall have the meaning set forth in the Construction Funding Agreement.

"Engineer" shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

"Engineer's Contract" shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

"Equipment" shall have the meaning given to the term "Personalty" in the Security Instrument.

"Equity Contributions" shall mean the equity to be contributed by the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

"Equity Investor" shall mean Bank of America, N.A.

"ERISA" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

"Event of Default" shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall "exist" if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

"Excess Revenues" shall have the meaning ascribed thereto in Section 2.2(e) hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Expenses of the Project" shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed the Underwritten Management Fee, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

"Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities

market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by U.S. Treasury Regulations, the term "investment" will include a hedge.

"Force Majeure" shall have the meaning given to that term in the Construction Funding Agreement.

"Forward Commitment Agreement" shall have the meaning given to such term in the recitals to the Funding Loan Agreement.

"Funding Date" shall mean _____ __, 20__, the date on which the Conditions to Funding are satisfied and the Funding Lender makes the Funding Loan.

"Funding Lender" shall mean Citibank, N.A., a national banking association, in its capacity as lender under the Funding Loan.

"Funding Loan" shall mean the loan in the original maximum principal amount of [FUNDING LOAN AMOUNT] made by Funding Lender to Governmental Lender under the Funding Loan Agreement to purchase the Governmental Lender Note, the proceeds of which are being used by the Trustee to pay the purchase price of the Bonds on the Funding Date.

"Funding Loan Agreement" shall mean the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, which supersedes the Indenture, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall have the meaning given to that term in the Funding Loan Agreement.

"GAAP" shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

"General Partner" shall mean, collectively, (i) Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, and/or (ii) any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender's approval pursuant to the Borrower Loan Documents), select to be the General Partner of the Borrower. As of the date of this Borrower Loan Agreement, Lathrop Preservation Phase IC GP, LLC is the general partner of the Borrower.

"Governmental Authority" shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility,

agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

"Governmental Lender" shall have the meaning set forth in the first paragraph to this Borrower Loan Agreement.

"Governmental Lender Note" shall mean that certain Governmental Lender Note dated the Closing Date in the original principal amount of the Funding Loan, made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Gross Income" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, net proceeds of insurance and condemnation awards, amounts disbursed from reserves, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law or any extraordinary or non-recurring items.

"Gross Proceeds" shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;

(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"Ground Lease" shall mean _____.

"Guarantor" shall mean The Related Companies, L.P., a New York limited partnership, or any other person or entity which may hereafter become a guarantor of any of the Borrower's obligations under the Borrower Loan.

"Guaranty" shall mean, collectively, (i) the Completion and Repayment Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein), and (ii) the Exceptions to Non-Recourse Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein).

"HTC Master Lease" shall mean that certain [Master Lease Agreement] between Borrower and the Master Tenant.

"Improvements" shall mean the 309-unit multifamily residential project to be constructed and rehabilitated upon the Land and known or to be known as Lathrop Phase IC, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be

constructed, rehabilitated and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

"Indemnified Party" shall have the meaning set forth in Section 5.15 hereof.

"Indenture" shall have the meaning set forth in the recitals hereto.

"Initial Borrower Note" shall have the meaning set forth in the recitals hereto.

"Installment Computation Date" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"Interest Rate" shall mean the rate of interest accruing on the Borrower Loan pursuant to the Borrower Note.

"Interim Phase Amount" shall mean $[Funding Loan Amount], the original principal amount of the Governmental Lender Note.

"Land" shall mean the real property described on Exhibit A to the Security Instrument.

"Late Charge" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section 7 of the Borrower Note and Section 2.5 hereof.

"Legal Action" shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

"Legal Requirements" shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

"Liabilities" shall have the meaning set forth in Section 5.15 hereof.

"Licenses" shall have the meaning set forth in Section 4.1.22 hereof.

"Lien" shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Loan Agreement" shall have the meaning set forth in the recitals hereto.

"Management Agreement" shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Manager" shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

"Master Tenant" shall mean _____.

"Material Adverse Change" shall mean any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, General Partner, Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, General Partner or Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Mortgaged Property" shall have the meaning given to that term in the Security Instrument.

"Net Operating Income" shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

"Nonpurpose Investment" shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

"Ongoing Governmental Lender Fee" shall mean (i) the annual fee of the Governmental Lender in the amount of 15 basis points multiplied by the Outstanding principal amount of the Governmental Lender Note, which fee accrues monthly, and is payable semiannually by the Borrower to the Governmental Lender on each _____ 1 and _____ 1 commencing on the _____ 1 or _____ 1 next succeeding the delivery of the Governmental Lender Note, so long as any portion of the Funding Loan is outstanding, and (ii) a monitoring fee equal to $25 per unit, paid annually and submitted with the annual owner's certification to the Governmental Lender's Department of Housing

"Other Borrower Moneys" shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower's Equity Contributions and any other funds contributed by or loaned to the Borrower for application to the Costs of the Improvements or other costs associated with the Project.

"Other Charges" shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

"Outside Conversion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Partnership Agreement" shall mean that certain Amended and Restated Agreement of Limited Partnership of the Borrower dated as of _____ __, 2026, as the same may be amended, restated or modified in accordance with its terms.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

"Patriot Act Offense" shall have the meaning set forth in Section 4.1.48 hereof.

"Permanent Period" shall mean the period of time from the Conversion Date to the Maturity Date (as defined in the Funding Loan Agreement).

"Permanent Period Amount" shall mean the principal amount of the Borrower Loan following the calculation provided for in the Construction Funding Agreement.

"Permitted Encumbrances" means the Security Instrument together with all other encumbrances that are "Permitted Encumbrances" within the meaning given such term in the Security Instrument, including, without limitation, the Tax Regulatory Agreement, the Ground Lease, the RAD Regulatory Agreement, the CHA ROFR Agreement as well as any lien, deed of trust, pledge, covenant, restriction agreement or easement recorded against the Project on the Funding Date.

"Permitted Lease" shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential or commercial tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months or more than two (2) years. "Permitted Lease' shall also include Ground Lease, the HTC Master Lease and the commercial lease(s) that will be entered into in connection with the lease of the commercial space resulting from the renovation of the powerhouse structure on the site of the Project.

"Person" shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

"Plan" shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

"Plans and Specifications" shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

"Potential Default" shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, or both, be an Event of Default.

"Prepayment Premium" shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the Borrower Note).

"Project" shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument, together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the "Mortgaged Property."

"Project Agreements and Licenses" shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

"Provided Information" shall have the meaning set forth in Section 9.1.1 (a) hereof.

"Qualified Project Costs" shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations §1.103-8(a)(1), provided, however, that only such portion of interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the acquisition and construction or rehabilitation of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by a Borrower Affiliate or persons or entities treated as related to the Borrower within the meaning of Sections 1504, 267 and 707 of the Code (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out of pocket costs incurred by such Borrower Affiliate, person or entity in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such Borrower Affiliate, person or entity, and (C) any overhead expenses incurred by such Borrower Affiliate, person or entity which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such Borrower Affiliate, person or entity due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to the date of a declaration of "official intent" to reimburse costs paid with respect to the Project (within the meaning of §1.150-2 of the United States Treasury Regulations) or the date of issue of the Governmental Lender Note, and (iv) if the costs of the acquisition and construction or rehabilitation were previously paid and are to be reimbursed with proceeds of the Governmental Lender Note such costs were (A) costs of issuance of the Governmental Lender Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.150-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition or rehabilitation and construction of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Note (as defined in United States Treasury Regulations §1.148-1), or (C) capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid); provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk and are allocable to the construction or rehabilitation period of the Project shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond

insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.

"RAD Regulatory Agreement" means the RAD Use Agreement made for the benefit of and agreed to by the United States Department of Housing and Urban Development, the Borrower and the CHA.

"Rebate Amount" shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

"Rebate Analyst" shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst shall be Tiber Hudson LLC.

"Rebate Analyst's Fee" means the amount due to the Rebate Analyst from the Borrower in connection with an arbitrage rebate calculation as required by the Tax Certificates.

"Rebate Fund" shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

"Related Documents" shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

REMIC" means a "real estate mortgage investment conduit" within the meaning of Section 860D of the Tax Code.

"Replacement Reserve Agreement" shall mean any Replacement Reserve Agreement between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

"Replacement Reserve Fund Requirement" shall mean Borrower's funding obligations from time to time under the Replacement Reserve Agreement.

"Retainage" shall have the meaning set forth in the Construction Funding Agreement.

"Review Fee" shall mean the $3,000 fee payable to Funding Lender in connection with the review of requests from the Borrower in connection with events subsequent to Conversion requiring the consent and/or approval of the Funding Lender, including, but not limited to, subordinate financings and easements.

"Secondary Market Disclosure Document" shall have the meaning set forth in Section 9.1.2 hereof.

"Secondary Market Transaction" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security Documents" shall mean the Security Instrument, the Replacement Reserve Agreement, the Collateral Agreements, the Collateral Assignments, this Borrower Loan Agreement, the Agreement of

Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request.

"Security Instrument" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Servicer" shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be Citibank, N.A.

"Servicing Agreement" shall mean any servicing agreement or master servicing agreement, between the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc., and its successors.

"State" shall mean the State in which the Project is located.

"Subordinate Debt" shall mean (i) the subordinate [construction and permanent] loan to Borrower in the amount of $_____ being made by Chicago Housing Authority ("CHA") (the "MTW Loan"), (ii) the subordinate [construction and permanent] loan to Borrower in the amount of $_____ being made by CHA (the "DTC Loan") (iii) the subordinate seller financing loan to Borrower in the amount of $_____ being made by CHA Community Support Corporation ("CHA CSC"), and (iv) the subordinate [construction and permanent] loan to Borrower in the amount of $_____ being made by Bickerdike Redevelopment Corporation ("Bickerdike"), each made as of the [_____] and pursuant to the applicable Subordinate Loan Documents.

"Subordinate Lender" shall mean, collectively, CHA, Bickerdike and CHA CSC.

"Subordinate Loan Documents" shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or Subordinate Lender in connection with the Subordinate Debt.

"Tax Certificates" shall mean, collectively, the Certificate of the Issuer re Arbitrage, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower, together with the Tax Representation Certificate, dated the Closing Date, executed and delivered by the Borrower.

"Tax Counsel" shall have the meaning set forth in the Funding Loan Agreement.

"Taxes" shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

"Term" shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

"Title Company" shall mean Greater Illinois Title Company, as issuing agent for Stewart Title Guaranty Company.

"Title Insurance Policy" shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

"Transfer" shall have the meaning given to that term in the Security Instrument.

"Trustee" shall have the meaning set forth in the recitals hereto.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Underwritten Management Fee" shall have the meaning set forth in the Construction Funding Agreement.

"Unit" shall mean a residential apartment unit within the Improvements.

"Written Consent" and "Written Notice" shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

## ARTICLE II

## GENERAL

**Section 2.1. Origination of Borrower Loan.** In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender on the Funding Date to purchase the Governmental Lender Note, upon which the Governmental Lender will cause the Borrower to deliver the Borrower Note to evidence the Borrower Loan. The proceeds of the Funding Loan will be used to pay the purchase price of the Bonds on the Funding Date in accordance with the terms of the Indenture.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf (other than with respect to the Unassigned Rights) to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may, in its discretion, designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1.

**Section 2.2. Security for the Funding Loan.**

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned to the Funding Lender under and pursuant to the Funding Loan Agreement (a) the Borrower Note and all of its right, title and interest in and to this Borrower Loan Agreement and the Borrower Loan Documents (except for the Unassigned Rights) and all revenues and receipts therefrom and the security therefor (including the Security Instrument) and (b) the amounts on deposit from time to time in any and all funds established under the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, the Regulatory Agreement, the Tax Certificates and this Borrower Loan Agreement, seek injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Regulatory Agreement. Seek specific performance of the obligations of the Borrower or any other owner of the Project under the Regulatory Agreement and injunctive relief against acts which may be in violation of the Regulatory Agreement or otherwise in accordance with the provisions of the Regulatory Agreement; provided, however, that the Governmental Lender may enforce any right it may have under the Regulatory Agreement for monetary damages only against Excess Revenues (defined below), if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the use of other funds; and

(iii) Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide Written Notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

(e) As used in this Section 2.2, the term "Excess Revenues" means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of all interest expense, the amortization of all principal of all indebtedness coming due during such period (whether by maturity, mandatory sinking fund payment, acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures,

repairs and replacements and all other amounts which the Borrower is required to set aside pursuant to agreement, but excluding depreciation and amortization of intangibles.

**Section 2.3. Loan; Borrower Note; Conditions to Closing.**

(a) The Funding Loan shall be funded in full by the Funding Lender on the Funding Date. Upon funding of the Funding Loan, the Borrower will deliver the Borrower Note to evidence the Borrower Loan, which Borrower Note will supersede and replace the Initial Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The Borrower hereby accepts the Borrower Loan and acknowledges that the Borrower Loan Agreement supersedes the Loan Agreement.

(b) The Borrower hereby agrees to replace the Initial Borrower Note with the Borrower Note and accepts the Borrower Loan as evidenced by the Borrower Note. As evidence of its obligation to repay the Borrower Loan, simultaneously with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and the Borrower Note. The Governmental Lender shall assign the Borrower Note without recourse or warranty to the Funding Lender on the Funding Date as a condition to closing of the Funding Loan.

(c) Closing of the Funding Loan on the Funding Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, each in its own sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement, in the Forward Commitment Agreement and in this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender);

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Funding Loan, including the Costs of Funding Deposit, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender) and as specified in a closing memorandum of the Funding Lender; and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan including the Governmental Lender's Closing Fee.

In addition, closing of the Borrower Loan shall cause the delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender, dated the Funding Date, in form and substance acceptable to Tax Counsel, regarding the due execution by the Borrower of, and the enforceability against the Borrower of, the Borrower Loan Documents.

**Section 2.4. Borrower Loan Payments.**

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., New York City time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the

Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Governmental Lender Note. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to Funding Lender.

**Section 2.5. Additional Borrower Payments.**

(a) The Borrower shall pay the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, the Ongoing Governmental Lender Fee and, on demand, all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred by the Governmental Lender at any time in connection with the Borrower Loan Documents, the Funding Loan Documents or the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit;

(iii) [Reserved];

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, on demand, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, any Review Fee, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender; and

(vii) to the entity entitled thereto, when due and payable, all taxes and assessments levied by public agencies on the Project.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

**Section 2.6. Overdue Payments; Payments in Default.** If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer, a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

**Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds.** The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument; and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder following Written Notice to the Borrower.

**Section 2.8. Grant of Security Interest; Application of Funds**. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Funding Lender and the Servicer with respect to the Project in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

**Section 2.9. Marshalling; Payments Set Aside.** The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such

enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, Guarantor or General Partner and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

## ARTICLE III

## CONVERSION

**Section 3.1. Conversion Date and Extension of Outside Conversion Date**. Borrower shall satisfy each of the Conditions to Conversion and cause the Conversion Date to occur on or before the Outside Conversion Date, as further provided in the Construction Funding Agreement. The failure to satisfy each of the Conditions to Conversion on or before the Outside Conversion Date shall constitute an Event of Default under the Borrower Loan Documents.

**Section 3.2. Notice From Funding Lender; Funding Lender's Calculation Final.**

(a) Following satisfaction of all of the Conditions to Conversion, Funding Lender shall deliver Written Notice to Borrower and Governmental Lender of: (i) the Conversion Date, (ii) the amount of the Permanent Period Amount, (iii) any required prepayment of the Borrower Note (as described below in Section 3.3) and (iv) any amendments to the amortization schedule, as applicable.

(b) Funding Lender's calculation of the Permanent Period Amount and any amendments to the amortization of the Borrower Loan shall be, in the absence of manifest error, conclusive and binding on all parties.

**Section 3.3. Mandatory Prepayment of the Borrower Loan.**

(a) As further provided in the Construction Funding Agreement and the Borrower Note, if and to the extent the Permanent Period Amount is less than the Interim Phase Amount, Funding Lender may in its sole discretion require Borrower to make a partial prepayment of the Borrower Loan in an amount equal to the difference between the Interim Phase Amount and the Permanent Period Amount, provided, however, that if the Permanent Period Amount is less than the Minimum Permanent Period Amount (as defined in the Construction Funding Agreement), then Funding Lender may in its sole discretion require Borrower to prepay the Borrower Loan in full.

(b) Any prepayment in full or in part of the Borrower Loan required pursuant to Section 3.3(a) above shall be subject to a prepayment premium under certain circumstances as more particularly set forth in the Borrower Note.

**Section 3.4. [Reserved].**

**Section 3.5. No Amendment.** Nothing contained in this Article III shall be construed to amend, modify, alter, change or supersede the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement or any other Borrower Loan Document and, if there shall exist a conflict between the terms and provisions of this Article III and those of the Borrower Note, Security Instrument, the Construction Funding Agreement or other Borrower Loan Documents, then the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement and other Borrower Loan Documents shall control, provided, however, that in the event of a conflict between the terms and provisions of this Article III and those of the Borrower's loan application with the Funding Lender, the terms and provisions of this Article III shall control.

**Section 3.6. Determinations by Funding Lender.** In any instance where the consent or approval of Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Funding Lender under this Article III, including in connection with the Construction Funding Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Funding Lender (or its designated representative), at its sole and exclusive option and in its sole and absolute discretion.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES

**Section 4.1. Borrower Representations.** To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make the Funding Loan, the Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Funding Date and, subject to Section 4.2, shall survive the making of the Borrower Loan and will be complete and accurate, and deemed remade, except as otherwise noted through notice to Funding Lender and approved by Funding Lender, as of the original Outside Conversion Date, as of the date of any extension thereof and as of the Conversion Date in accordance with the terms and conditions of the Borrower Note.

**Section 4.1.1 Organization; Special Purpose.** The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate, limited partnership or limited liability company action, as appropriate has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

**Section 4.1.2 Proceedings; Enforceability.** Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the

Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

**Section 4.1.3 No Conflicts**. The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, (other than the lien of the Regulatory Agreement, the Security Instrument and the Permitted Encumbrances (as defined therein)), which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

**Section 4.1.4 Litigation; Adverse Facts.** There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, in writing, against or affecting the Borrower, the General Partner or the Guarantor, or their respective assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner or the Guarantor. None of the Borrower, General Partner or Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or Guarantor. None of Borrower, General Partner or Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened, in writing, against or affecting Borrower, General Partner or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents

or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. Subject to the Ground Lease, the Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

**Section 4.1.5 Agreements; Consents; Approvals**. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances and the Ground Lease. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the knowledge of the Borrower after reasonable investigation and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

**Section 4.1.6 Title.** The Borrower shall have marketable leasehold title to the Project, free and clear of all Liens except the Permitted Encumbrances and the Ground Lease. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the fee (or leasehold, if applicable) interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances and the Ground Lease. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

**Section 4.1.7 Survey**. To the knowledge of the Borrower after reasonable inquiry, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

**Section 4.1.8 No Bankruptcy Filing.** The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Funding Date, the Borrower has the ability to pay its debts as they become due.

**Section 4.1.9 Full and Accurate Disclosure.** No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently

known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

**Section 4.1.10 No Plan Assets.** The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

**Section 4.1.11 Compliance.** The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Borrower Affiliate involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

**Section 4.1.12 Contracts**. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

**Section 4.1.13 Financial Information.** All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the knowledge of the Borrower after reasonable inquiry, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

**Section 4.1.14 Condemnation**. No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

**Section 4.1.15 Federal Reserve Regulations.** No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

**Section 4.1.16 Utilities and Public Access**. To the Borrower's knowledge after reasonable inquiry, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment

of the Project are or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

**Section 4.1.17 Not a Foreign Person**. The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

**Section 4.1.18 Separate Lots.** Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

**Section 4.1.19 Assessments**. There are no pending or, to the Borrower's knowledge after reasonable inquiry, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

**Section 4.1.20 Enforceability.** The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

**Section 4.1.21 Insurance.** The Borrower has obtained the insurance required by the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement and the Security Instrument.

**Section 4.1.22 Use of Property; Licenses**. The Project will be used exclusively as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge after reasonable inquiry, pending or threatened, in writing, that would result in a change of the zoning of the Project.

**Section 4.1.23 Flood Zone.** On the Funding Date, except as may be disclosed in writing to the Funding Lender and the Governmental Lender, no structure within the Mortgaged Property lies or is located in an identifiable or designated Special Flood Hazard Area. If at any time the Mortgaged Property is determined to be in a Special Flood Hazard Area, Borrower will obtain appropriate flood insurance as required under the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994 as amended or as required by the Servicer pursuant to its underwriting guidelines.

**Section 4.1.24 Physical Condition**. The Project, including all Improvements, parking facilities, systems, fixtures, Equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond.

**Section 4.1.25 Encroachments.** All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Servicer.

**Section 4.1.26 State Law Requirements**. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Borrower Loan, the Funding Loan and the Project.

**Section 4.1.27 Filing and Recording Taxes.** All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

**Section 4.1.28 Investment Company Act.** The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

**Section 4.1.29 Fraudulent Transfer**. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including

the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

**Section 4.1.30 Ownership of the Borrower**. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in the Borrower.

**Section 4.1.31 Environmental Matters**. To the Borrower's knowledge after due inquiry and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender, the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

**Section 4.1.32 Name; Principal Place of Business**. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

**Section 4.1.33 Subordinated Debt**. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date and unsecured, subordinate partner loans to the Borrower permitted or required under the terms of the Partnership Agreement.

**Section 4.1.34 Filing of Taxes.** The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

**Section 4.1.35 General Tax**. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Certificate are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

**Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents**. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions

contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.

**Section 4.1.37 Funding Loan Agreement.** The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

**Section 4.1.38 Americans with Disabilities Act.** The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), to the extent required (as evidenced by an architect's certificate to such effect).

**Section 4.1.39 Requirements of Act, Code and Regulations**. The Project satisfies all requirements of the Act, the Code and the Regulations applicable to the Project.

**Section 4.1.40 Regulatory Agreement**. The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Act and the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

**Section 4.1.41 Intention to Hold Project**. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part of it (except for rights granted in the Partnership Agreement); and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

**Section 4.1.42 Concerning General Partner.**

(a) The General Partner of Borrower is an Illinois limited liability company, duly organized and validly existing under the laws of the State of Illinois. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as general partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower, and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner's organizational documents; (ii) any other Legal Requirement affecting General Partner or any of its properties; or (iii) any agreement to which General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

**Section 4.1.43 Government and Private Approvals.** All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

**Section 4.1.44 Concerning Guarantor.** The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by Guarantor and are legally valid and binding obligations of Guarantor, enforceable against Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

**Section 4.1.45 No Material Defaults.** Except as previously disclosed to Funding Lender in writing, there exists no material violation of or material default by Borrower under, and, to the knowledge of Borrower after reasonable inquiry, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor or to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

**Section 4.1.46 Payment of Taxes**. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and neither Borrower nor General Partner has contracted with any Governmental Authority in connection with such taxes.

**Section 4.1.47 Rights to Project Agreements and Licenses**. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

**Section 4.1.48 Patriot Act Compliance**. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

**Section 4.1.49 Rent Schedule**. Borrower has prepared a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

**Section 4.1.50 Other Documents**. Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related

Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

**Section 4.1.51 Subordinate Loan Documents.** The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

**Section 4.1.52 Ground Lease.** The Ground Lease is in full force and effect and the Borrower has paid all rent and other amounts due and payable to the ground lessor thereunder. There exists no material violation of or material default by the Borrower under the Ground Lease, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default by any other party under the Ground Lease.

**Section 4.2. Survival of Representations and Covenants.** All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

## ARTICLE V

## AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender and the Servicer that:

**Section 5.1. Existence.** The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

**Section 5.2. Taxes and Other Charges.** The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all Taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including Taxes and Other Charges assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such Taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such Taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such Taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and

in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.3. Repairs; Maintenance and Compliance; Physical Condition.** The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

**Section 5.4. Litigation.** The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened, in writing, against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

**Section 5.5. Performance of Other Agreements.** The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Project.

**Section 5.6. Notices**. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

**Section 5.7. Cooperate in Legal Proceedings**. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option and expense, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

**Section 5.8. Further Assurances**. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements relating to the Project, reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-

(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater duties or personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

**Section 5.9. Delivery of Financial Information.** After notice to the Borrower of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer, deliver copies of all financial information required under Article IX.

**Section 5.10. Environmental Matters.** So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Hazardous Materials Laws (as defined in the Security Instrument), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Security Instrument) are on or near the Project in violation of Hazardous Materials Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Hazardous Material Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

**Section 5.11. Governmental Lender's and Funding Lender's Fees.** The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents and any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.12. Estoppel Statement.** The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

**Section 5.13. Defense of Actions.** The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

**Section 5.14. Expenses**. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Note, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the date of disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall

survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by Section 18(i) of the Security Instrument.

**Section 5.15. Indemnity**. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender or Funding Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Servicer, the Beneficiary Parties, Citigroup, Inc. and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project; provided that (i) Borrower shall have no obligation hereunder to indemnify any Indemnified Party for any liability under this Section 5.15(d) to the extent that the violation giving rise to such liability resulted solely from the gross negligence or willful misconduct of such Indemnified Party or breach or default of the lessor under the Ground Lease, and (ii) Borrower's liability under this Section 5.15(d) shall not extend to cover any such violations that first arise, commence or occur as a result of actions of the Indemnified Parties, their successors, assigns or designees, after the satisfaction, discharge, release, assignment, termination or cancellation of the Security Instrument following the payment in full of the Borrower Note or during any period that a receiver is operating the Project, and all other sums payable under the Borrower Loan Documents or after the actual dispossession from the entire Mortgaged Property of Borrower and all Borrower Affiliates or any Guarantor following foreclosure of the Security Instrument or acquisition of the Mortgaged Property by a deed in lieu of foreclosure;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, General Partner, Guarantor or Borrower Affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by Borrower, the Funding Lender or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party.

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials, directors, employees, attorneys and agents ("City Indemnified Parties") against any Liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise and to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes, except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party.

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the

Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided, however, the Governmental Lender shall have the absolute right to employ separate counsel at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation, except that the Borrower shall always pay the reasonable fees and expenses of the Governmental Lender's separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity and the right to payment of fees and reimbursement of expenses hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 5.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement.

**Section 5.16. No Warranty of Condition or Suitability by the Governmental Lender or Funding Lender**. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

**Section 5.17. Right of Access to the Project.** The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

**Section 5.18. Notice of Default.** The Borrower will provide the Governmental Lender, the Funding Lender and the Servicer as soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Potential Default or Event of Default with a statement of an Authorized Borrower Representative describing the details of such Potential Default or Event of Default and any curative action Borrower proposes to take.

**Section 5.19. Covenant with Governmental Lender and Funding Lender.** The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others

of the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

**Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project.** The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

The Borrower acknowledges and agrees that it has full responsibility to comply with all applicable law in connection with the Project, including but not limited to, all requirements of the Building Code of the City of Chicago (the "Building Code"). The Borrower expressly acknowledges that the Governmental Lender has not waived any applicable requirements of the Building Code or any other legal requirements with respect to the Project.

**Section 5.21. Maintenance of Insurance.** Borrower will maintain the insurance required by the Security Instrument.

**Section 5.22. Information; Statements and Reports.** Borrower shall furnish or cause to be furnished to Funding Lender:

(a) Financial Statements; Rent Rolls. In the manner and to the extent required under the Security Instrument, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(b) General Partner. If applicable and as soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of General Partner, copies of any financial statements of General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(c) Leasing Reports. Prior to the Conversion Date, on a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(d) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the

financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(e) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(f) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(g) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(a) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(h) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

**Section 5.23. Additional Notices**. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or Guarantor, or any Legal Action which is threatened against Borrower, General Partner or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or Guarantor is a party or by or to which Borrower, General Partner or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

**Section 5.24. Compliance with Other Agreements; Legal Requirements**.

(a) Borrower shall timely perform and comply with, and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require its agents to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

**Section 5.25. Completion and Maintenance of Project**. Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("Completion") on or before the Completion Date. Borrower shall thereafter maintain the Project as a residential apartment complex (with additional commercial space) in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance.

**Section 5.26. Fixtures**. Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

**Section 5.27. Income from Project**. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying such Gross Income for any other purpose. Prior to the Conversion Date, with the exception of asset management fees, tax credit adjustment amounts and payments of deferred developer fees payable pursuant to the Partnership Agreement, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender unless such distribution or other payment is made in accordance with the terms of the Partnership Agreement. For the avoidance of doubt, prior to Conversion, Gross Income may be applied to construction period interest and other construction costs.

**Section 5.28. Leases and Occupancy Agreements.**

(a) Lease Approval.

(i) Borrower and Master Tenant may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants without Funding Lender's prior Written Consent if:

(A) The lease is a Permitted Lease;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the lease; and

(C) The lease conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or guarantor.

(b) Landlord's Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

**Section 5.29. Project Agreements and Licenses**. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of

all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Except for the Subordinate Debt contemplated herein made on a subordinate basis, neither Borrower nor General Partner will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

**Section 5.30. Payment of Debt Payments.** In addition to its obligations under the Borrower Note, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

**Section 5.31. ERISA**. Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA, to the extent applicable.

**Section 5.32. Patriot Act Compliance**. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in Section 4.1.48 and this Section 5.32 to become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under Section 4.1.48 and this Section 5.32 remain true and correct and have not been breached, and in addition, upon request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering,

anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

**Section 5.33. Funds from Equity Investor**. Borrower shall use its best efforts to cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Partnership Agreement.

**Section 5.34. Tax Covenants**. The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary, in the opinion of Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Note, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note for a period during which such portion of the Governmental Lender Note is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Note or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) Use of Proceeds. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding of the Funding Loan.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the ordinance of the Governmental Lender with respect to the Project on October 30, 2024, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Funding Loan shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed twenty-five percent (25%) or more by the proceeds of the Funding Loan for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders or payees of the Funding Loan and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the Net Proceeds of the Funding Loan.

For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Funding Loan or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Borrower Loan Agreement or the Borrower Note relating to the Funding Loan, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Funding Loan, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Funding Loan, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Funding Loan to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Funding Loan and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Funding Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts not later than forty-five days after the fifth anniversary of the Delivery Date of the Bonds and each five years thereafter and not later than forty-five days after the final Computation Date and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Note for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(g) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains

outstanding, to the end that the interest on the Governmental Lender Note shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limits.

(i) Funding Loan Not a Hedge Bond. The Borrower covenants and agrees that not more than 50% of the proceeds of the Funding Loan will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Funding Loan will be used to carry out the governmental purposes of the Funding Loan within the three-year period beginning on the Closing Date.

(j) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) Public Approval. The Borrower covenants and agrees that the proceeds of the Funding Loan will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Funding Loan.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(m) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Borrower Loan Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Note to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their

true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Funding Loan in an amount related to the amount of the Borrower Loan.

**Section 5.35. Payment of Rebate.**

(a) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Servicer, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less the future value of any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less the future value of any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) Correction of Underpayments. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty

and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired in full.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Borrower Loan Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion with respect to such action.

(b) Rebate Fund. The Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

**Section 5.36. Covenants under Funding Loan Agreement**. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

**Section 5.37. Continuing Disclosure Agreement**. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Funding Loan, the Borrower and other matters as specifically provided for in such agreement.

## ARTICLE VI

## NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Borrower Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

**Section 6.1. Management Agreement**. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld, conditioned or delayed) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement unless directed to do so by a governmental entity; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

**Section 6.2. Dissolution**. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

**Section 6.3. Change in Business or Operation of Property**. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the

continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or rehabilitation, as appropriate, of the Project).

**Section 6.4. Debt Cancellation.** Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

**Section 6.5. Assets.** Purchase or own any real property or personal property incidental thereto other than the Project.

**Section 6.6. Transfers**. Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Security Instrument or the CHA ROFR Agreement, nor transfer any material License required for the operation of the Project.

**Section 6.7. Debt.** Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, (iv) unsecured deferred developer fees as permitted pursuant to the terms of the Development Agreement (as defined in the Partnership Agreement), and (v) trade payables incurred in the ordinary course of business.

**Section 6.8. Assignment of Rights.** Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

**Section 6.9. Principal Place of Business**. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender, the Governmental Lender, and the Servicer.

**Section 6.10. Partnership Agreement.** Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld, conditioned or delayed) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Security Instrument or for modifications that do not: (A) impose any additional or greater obligations on the Borrower or any of the partners, managers or members of Borrower, (B) reduce or relieve the Borrower or any of the partner, managers or members of the Borrower of any of their obligations, (C) modify the timing, amounts, number, conditions or other terms of the installments or other payment obligations of the partners or members of the Borrower or (D) impair the collateral for the loan from the Funding Lender; provided, however, that the Borrower shall promptly provide to the Funding Lender a copy of any modifications to the Borrower's organizational documents that do not require the Funding Lender's consent.

**Section 6.11. ERISA**. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

**Section 6.12. No Hedging Arrangements**. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

**Section 6.13. Loans and Investments; Distributions; Related Party Payments**.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by Section 5.27 and 6.10 hereof and subject to the limitations set forth in the Security Instrument).

(b) Disbursements for fees and expenses of any Borrower Affiliate and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made prior to the Conversion Date other than in accordance with the Approved Developer Fee Schedule.

**Section 6.14. Amendment of Related Documents or CC&R's.** Without the prior Written Consent of Funding Lender in each instance, except as provided herein or in the Construction Funding Agreement, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in this Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

**Section 6.15. Personal Property.** Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

**Section 6.16. Fiscal Year.** Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

**Section 6.17. Publicity**. Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower

or General Partner from identifying Funding Lender or its affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies Citigroup and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

**Section 6.18. Subordinate Loan Documents.** Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

**Section 6.19. Ground Lease.** Without the Funding Lender's prior written consent, the Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Ground Lease.

## ARTICLE VII

## RESERVED

## ARTICLE VIII

## DEFAULTS

**Section 8.1. Events of Default**. Each of the following events shall constitute an "Event of Default" under this Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined in the Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower or any Guarantor of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the General Partner in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor or the General Partner in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Funding Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or an Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless in all cases the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies the requirements of Section 21 of the Security Instrument; which, in the case of a non-profit Borrower Controlling Entity, may be replaced within sixty (60) days of such event with another non-profit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, (ii) the satisfaction of the Conditions to Conversion or (iii) the operation of the Improvements, is not received in accordance with the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars ($50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, any General Partner or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document (together with a Bankruptcy Event, an "MAC Event"), provided that any such MAC Event with respect to a Guarantor shall not constitute an Event of Default: (i) if such MAC Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such MAC Event occurs prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of $100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, any General Partner or Guarantor, or property of Borrower, any General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and

in good faith by Borrower, any General Partner or Guarantor, as applicable, provided that any such material litigation or proceeding against a Guarantor shall not constitute an Event of Default: (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(m) a final judgment or decree for monetary damages in excess of $50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, any General Partner or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty), provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default: (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of $50,000 or more shall be rendered against Borrower, any General Partner or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, any General Partner or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, any General Partner or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against a Guarantor shall not constitute an Event of Default: (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon

which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender , subject to Force Majeure;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days, subject to Force Majeure;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days, subject to Force Majeure;

(r) [Reserved];

(s) failure by Borrower to complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date, subject to Force Majeure;

(t) failure by Borrower to satisfy the Conditions to Conversion on or before the Outside Conversion Date;

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts and at approximately such times as set forth in the Cost Breakdown and in the Subordinate Loan Documents;

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, after the expiration of all applicable notice and cure periods; or]

(w) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 8.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Note or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

**Section 8.2. Remedies.**

**Section 8.2.1 Acceleration.** Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1 ) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

**Section 8.2.2 Remedies Cumulative**. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until it has exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations have been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entire Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 8.2.3 Delay**. No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding

any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

**Section 8.2.4 Set Off; Waiver of Set Off**. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), and Borrower hereby grants to Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.

**Section 8.2.5 Assumption of Obligations**. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

**Section 8.2.6 Accounts Receivable.** Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

**Section 8.2.7 Defaults under Other Documents.** Funding Lender shall have the right to cure any default under any of the Related Documents [and the Subordinate Loan Documents], but shall have no obligation to do so.

**Section 8.2.8 Completion of Improvements**. Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

**Section 8.2.9 Right to Directly Enforce**. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights and Funding Lender shall not impair Governmental Lender's enforcement of Unassigned Rights. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.

**Section 8.2.10 Power of Attorney.** Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

(a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project or the Improvements, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and

the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

## ARTICLE IX

## SPECIAL PROVISIONS

**Section 9.1. Sale of Note and Secondary Market Transaction.**

**Section 9.1.1 Cooperation.** Subject to the restrictions of Section 2.4 of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Note and the Funding Loan (each such sale, assignment and/or securitization, a "Secondary Market Transaction"); provided that the Borrower shall not incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "Provided Information"), together, if customary, with appropriate verification of and/or consents (including, without limitation, auditor consents) to include or incorporate by reference the Provided Information in an offering document or otherwise provide the Provided Information to investors and potential investors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

**Section 9.1.2 Use of Information**. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a "Secondary Market Disclosure Document"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all reasonably requested current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

**Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents**. In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender, the Governmental Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from third parties except with respect to information it provided to such parties.

**Section 9.1.4 Borrower Indemnity Regarding Filings**. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the "Underwriter Group") for any Liabilities to which Funding Lender, the Governmental Lender, the Servicer or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Governmental Lender, the Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Governmental Lender, the Servicer or the Underwriter Group in connection with defending or investigating the Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.5 Indemnification Procedure**. Promptly after receipt by an indemnified party under Section 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability

that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

**Section 9.1.6 Contribution.** In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

## ARTICLE X

## MISCELLANEOUS

**Section 10.1. Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "notice") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:

Lathrop Preservation Phase IC, LP
c/o Related Lathrop LLC
350 W. Hubbard Street, Suite 300
Chicago, Illinois 60654
Attention: Senior Vice President Affordable Housing

And to:

Bickerdike Lathrop, LLC
2550 W. North Avenue
Chicago, Illinois 60647
Attention: Chief Executive Officer

and with a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Attention: Bennett P. Applegate, Jr.

and a copy to:

Bank of America, N.A.,
MA5-100-04-11
100 Federal Street
Boston, MA 02110
Attention: Tax Credit Asset Management (Lathrop IC)

Banc of America CDC Special Holding Company, Inc.
MA5-100-04-11
100 Federal Street
Boston, MA 02110
Attention: Tax Credit Asset Management (Lathrop IC)

With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: Sara Heskett, Esq.

If to the Governmental Lender:

City of Chicago
Department of Housing
City Hall
121 N. LaSalle Street, Room 1006
Chicago, Illinois 60602

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

and to:

City of Chicago
Department of Finance
City Hall
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to the Funding Lender:

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attention: Transaction and Asset Management Group
Re: Lathrop IC Deal ID No. [_____]
Facsimile: (212) 723 -8209

And to:

Citibank, N.A.
Transaction and Asset Management Group/Post Closing
Citi Community Capital
3800 Citibank Center
Tampa, Florida 33610
Re: Lathrop IC Deal ID No. [_____]

Prior to the Conversion Date, with a copy to:

Citibank, N.A.
[Consult Citi's outside counsel to obtain the Account Specialist's notice information]
Attention: Account Specialist
Re: Lathrop IC Deal ID No. [_____]
Facsimile: _____

Following the Conversion Date, with a copy to:

Citibank, N.A.
c/o Berkadia Commercial Servicing Department
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attention: Client Relations Manager
Re: Lathrop IC Deal ID No. [_____]
Facsimile: (215) 328-0305

And a copy of any notices of default sent to:

Citibank, N.A.
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: General Counsel's Office
Re: Lathrop IC Deal ID No. [_____]
Facsimile: (646) 291-5754

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties as provided herein.

**Section 10.2. Brokers and Financial Advisors**. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the

Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

**Section 10.3. Survival**. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

**Section 10.4. Preferences.** To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer. In furtherance of the preceding sentence, the Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations.

**Section 10.5. Waiver of Notice**. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

**Section 10.6. Offsets, Counterclaims and Defenses**. The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

**Section 10.7. Publicity**. The Funding Lender and the Servicer (and any affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower

Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their affiliates. All news releases, publicity or advertising by the Borrower or Borrower Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

**Section 10.8. Construction of Documents**. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

**Section 10.9. No Third Party Beneficiaries.** The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Section 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

**Section 10.10. Assignment.** The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests therein may be assigned by the Funding Lender, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, General Partner, Guarantor or any Borrower Affiliate, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. `The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

**Section 10.11. [Intentionally Omitted].**

**Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership.** None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity interest in the Project in the Governmental Lender, the Funding

Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender, the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity interest in the Project in the Governmental Lender, the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

**Section 10.13. Release.** The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

**Section 10.14. Term of Borrower Loan Agreement.** This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's and Funding Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.7 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

**Section 10.15. Reimbursement of Expenses.** If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

**Section 10.16. Permitted Contests**. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's or Governmental Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's

judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

**Section 10.17. Funding Lender Approval of Instruments and Parties.** All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

**Section 10.18. Funding Lender Determination of Facts.** Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

**Section 10.19. Calendar Months.** With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

**Section 10.20. Determinations by Lender.** Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

**Section 10.21. Governing Law.** This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

**Section 10.22. Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

**Section 10.23. Successors and Assigns.** This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

**Section 10.24. Severability.** The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

**Section 10.25. Entire Agreement; Amendment and Waiver.** This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no disbursement of Borrower Loan proceeds shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further disbursements of Borrower Loan proceeds nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

**Section 10.26. Counterparts.** This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

**Section 10.27. Captions.** The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

**Section 10.28. Servicer.** Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 39 of the Security Instrument: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

**Section 10.29. Beneficiary Parties as Third Party Beneficiary**. Each of the Beneficiary Parties shall be a third party beneficiary of this Borrower Loan Agreement for all purposes.

**Section 10.30. Waiver of Trial by Jury**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**Section 10.31. Time of the Essence.** Time is of the essence with respect to this Borrower Loan Agreement.

**Section 10.32. Modifications.** Modifications (if any) to this Borrower Loan Agreement ("Modifications") are set forth on Exhibit __ attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Security Instrument, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Governmental Lender or the Funding Lender at its option by notice to Borrower or such transferee.

**Section 10.36. Reference Date.** This Borrower Loan Agreement is dated for reference purposes only as of the first day of [_____], 20[__], and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

## ARTICLE XI

## LIMITATIONS ON LIABILITY

**Section 11.1. Limitation on Liability.** Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

**Section 11.2. Limitation on Liability of Governmental Lender**. The Funding Loan, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the Security pledged under the Funding Loan Agreement. The Funding Loan is not a general indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal and interest on the Funding Loan, and the Funding Loan is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement (and not against any money due or to become due to the Governmental Lender pursuant to Unassigned Rights). No holder of the Funding Loan or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Funding Loan or the interest thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Funding Loan or for any claim based thereon or any obligation, covenant or agreement in the Funding Loan

Agreement against any official of the Governmental Lender, or any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing this Borrower Loan Agreement. No covenant, stipulation, promise, agreement or obligation contained in this Borrower Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing this Borrower Loan Agreement shall be liable personally or be subject to any personal liability or accountability by reason of this Borrower Loan Agreement.

**Section 11.3. Waiver of Personal Liability**. No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Funding Loan or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

**Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.**

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender, provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender, the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be

personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

**Section 11.5. Delivery of Reports, Etc**. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

**Section 11.6 Electronic Transactions**. The transactions described in this Borrower Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, original executed versions of each of the Funding Loan Documents shall be delivered to the Funding Lender in connection with the closing of the transactions described herein.

## ARTICLE XII

## DEFEASANCE

**Section 12.1. Defeasance Conditions**. If the conditions specified in this Section 12.1 are met, then Borrower will have the right to defease the Borrower Loan in whole ("**Defeasance**") and obtain the release of the Mortgaged Property from the Lien of the Security Instrument upon the satisfaction of each of the following conditions:

(a) Borrower will not have the right to obtain Defeasance at any of the following times:

(A) prior to the second ($2^{nd}$) anniversary of the Closing Date;

(B) if the Governmental Lender Note has been assigned to a REMIC trust, prior to the period commencing on the second (2nd) anniversary of the "startup date" of the last REMIC within the meaning of Section 860G(a)(9) of the Code that holds all or any portion of the Governmental Lender Note and including the last day of the Lockout Period (as defined in the Borrower Note);

(C) after the last day of the Lockout Period (as defined in the Borrower Note); or

(D) after Funding Lender has accelerated the maturity of the unpaid principal balance of, accrued interest on, and other amounts payable under the Borrower Note.

(b) Borrower shall have given Funding Lender and Governmental Lender Notice ("**Defeasance Notice**") specifying a Business Day ("**Defeasance Closing Date**") on which Borrower desires to close the Defeasance. The Defeasance Closing Date specified by Borrower may not be more than 60 calendar days, nor less than 30 calendar days, after the latest date on which Funding Lender and Governmental Lender each receives the Defeasance Notice.

(c) The Defeasance Notice must be accompanied by a $10,000 non-refundable fee ("**Defeasance Fee**") payable to Funding Lender for Funding Lender's processing of the Defeasance. If the Defeasance is not consummated on the Defeasance Closing Date (as may be extended by agreement of the parties) for any reason, in addition to forfeiting the Defeasance Fee, Borrower agrees to reimburse Funding Lender and Governmental Lender for all third-party costs and expenses incurred by any of them in reliance on the executed Defeasance Notice, within 5 Business Days after Borrower receives a written demand for payment, accompanied by a statement, in reasonable detail, of such third-party costs and expenses.

(d) No Event of Default shall have occurred and be continuing.

(e) Borrower shall have delivered each of the following documents to Funding Lender, in form and substance satisfactory to Lender, on or prior to the Defeasance Closing Date, unless Funding Lender has issued a written waiver of its right to receive any such document:

(i) One or more opinions of counsel for Borrower confirming each of the following:

(A) Funding Lender or Collateral Agent (defined below), as applicable, has a valid and perfected first Lien and first priority security interest in the Defeasance Collateral and the proceeds of the Defeasance Collateral.

(B) The Pledge Agreement (defined below) is duly authorized, executed, delivered and enforceable against Borrower in accordance with its terms.

(C) If, as of the Defeasance Closing Date, the Note is held by a REMIC trust, then each of the following is correct:

(1) The Defeasance has been effected in accordance with the requirements of Treasury Regulation Section 1.860G-2(a)(8) (as such regulation may be modified, amended or replaced from time to time).

(2) The qualification and status of the REMIC trust as a REMIC will not be adversely affected or impaired as a result of the Defeasance.

(3) That there will be no imposition of a tax under applicable REMIC provisions as a result of the Defeasance.

(D) The Defeasance will not result in a "sale or exchange" of the Note within the meaning of Section 1001(c) of the Tax Code and the temporary and final regulations promulgated thereunder.

(ii) A written certificate from an independent certified public accounting firm (reasonably acccptable to Funding Lender), confirming that the Defeasance Collateral will generate cash sufficient to make all Scheduled Debt Payments (defined below) as they fall due under the Note, including full payment due on the Borrower Note on thc earlier of the Mandatory Tender Date or the Maturity Date.

(iii) Funding Lender's form of a pledge and security agreement ("**Pledge Agreement**") and financing statements which pledge and create a first priority security interest in the Defeasance Collateral in favor of Funding Lender or Collateral Agent, as applicable.

(iv) Funding Lender's form of a transfer and assumption agreement ("**Transfer and Assumption Agreement**"), pursuant to which a newly-formed single purpose entity identified by Borrower and approved by Funding Lender and Governmental Lender as an accommodation borrower (the "**Successor Borrower**") will assume all obligations of Borrower under the Borrower Loan and Borrower and Guarantor will be relieved from liability in connection with the Borrower Loan, including liabilities with respect to any loss, liability, damage, claim, cost or expense which directly or indirectly arises from or relates to any Prohibited Activities or Conditions existing prior to the date of the Defeasance Closing Date if Borrower delivers to Funding Lender a current environmental assessment report for the Mortgaged Property prepared at Borrower's expense by a qualified environmental consultant engaged by Borrower and approved by Funding Lender, and in a manner reasonably satisfactory to Funding Lender which (i) is dated within 90 days prior to the date of the proposed Defeasance Date, and (ii) evidences no presence of Hazardous Materials on the Mortgaged Property and no other Prohibited Activities or Conditions with respect to the Mortgaged Property.

(v) Forms of all documents necessary to release the Mortgaged Property from the Liens created by the Security Instrument and related UCC financing statements (collectively, "**Release Instruments**"), each in appropriate form required by the Property Jurisdiction.

(vi) Tax Counsel No Adverse Effect Opinion.

(vii) If the Governmental Lender Note has been securitized in a Secondary Market Transaction, a written affirmation from a Rating Agency that the credit rating of the Securities issued by such Rating Agency immediately prior to the Defeasance will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency's sole and absolute discretion, and, if required by the Approved Rating Agencies, Borrower shall also deliver or cause to be delivered (from counsel satisfactory to Funding Lender) a non-consolidation opinion with respect to the Successor Borrower in form and substance satisfactory to Funding Lender and the applicable Rating Agency.

(viii) Any other opinions, certificates, documents or instruments that Lender may reasonably request.

(ix) Borrower will deliver to Funding Lender or Collateral Agent, as applicable, on or prior to the Defeasance Closing Date, each of the following:

(A) Either money (which must be moneys or other amounts on deposited for a period of 123 days during which there shall not have occurred the filing of a voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code, or the commencement of a proceeding under any other applicable laws concerning insolvency, reorganization or bankruptcy, by or against the Borrower or the Governmental Lender; however, such amounts may be on deposit for a lesser period of time and still constitute eligible funds for the purpose of this Agreement if the Funding Lender receives an opinion of counsel acceptable to the Funding Lender to the effect that the use of such funds, if on deposit for such

lesser period, will not constitute a voidable preference under the federal bankruptcy laws) or securities (which must be Government Obligations (as defined in the Funding Loan Agreement in clause (a) under the definition of "Permitted Investments"), subject to the Tax Certificate (the "**Defeasance Collateral**"), which meets all of the following requirements:

(1) It is owned by Successor Borrower, free and clear of all Liens and claims of third parties.

(2) It is in an amount sufficient to provide for (1) redemption payments to occur prior, but as close as possible, to all successive Borrower Loan Payment Dates occurring under the Borrower Note after the Defeasance Closing Date, and (2) delivery of earnings and redemption proceeds at least equal to the amount of principal and interest due on the Borrower Note on each Borrower Loan Payment Date including full payment due on the Borrower Note on the Maturity Date ("**Scheduled Debt Payments**").

(3) All earnings and redemption payments received from the Defeasance Collateral will be paid directly to Funding Lender or the Collateral Agent, as applicable, to be applied on account of the scheduled principal and interest due on the Borrower Note on each Borrower Loan Payment Date after the Defeasance Closing Date.

(4) The pledge of the Defeasance Collateral will be effected through the book-entry facilities of a qualified securities intermediary designated by Funding Lender in conformity with all applicable laws.

(B) All accrued and unpaid interest and all other sums due under the Borrower Note, this Borrower Loan Agreement and under the other Borrower Loan Documents up to the Defeasance Closing Date; provided that if the Defeasance Date is not a Borrower Loan Payment Date, the Borrower shall also pay interest that would have accrued on the Borrower Note through and including the next Borrower Loan Payment Date, unless the Defeasance Collateral shall include (or if the Government Obligations constituting the Defeasance Collateral) shall provide for payment of) all principal and interest computed from the Borrower Loan Payment Date prior to the Defeasance Date through the next succeeding Borrower Loan Payment Date;

(x) Borrower will pay all reasonable costs and expenses incurred by Funding Lender, Collateral Agent, if applicable, and Governmental Lender in connection with the Defeasance in full on or prior to the Defeasance Closing Date, which payment is required prior to Funding Lender's issuance of the Release Instruments and whether or not Defeasance is completed. Such expenses include all fees, costs and expenses incurred by Funding Lender and its agents in connection with the Defeasance (including reasonable attorneys' fee and costs for the review and preparation of the Pledge Agreement and of the other materials described in this Loan Agreement and any related documentation, Rating Agencies' fees, or other costs related to the Defeasance). Funding Lender reserves the right to require that

Borrower post a deposit to cover costs which Funding Lender reasonably anticipates will be incurred in connection with the Defeasance.

(xi) No transfer fee or review fee will be payable to Funding Lender upon a Defeasance made in accordance with this Section 12.1.

**Section 12.2 Release**. If Borrower obtains a release of the Mortgaged Property from the Lien of the Security Instrument pursuant to Section 12.1, then the Borrower Payment Obligations will be secured by the Pledge Agreement and reference will be made to the Pledge Agreement for other rights of Funding Lender, the Collateral Agent, if applicable, and Governmental Lender as to collateral for the Borrower Payment Obligations.

**Section 12.3. Collateral Agent.** Funding Lender shall have the right, to be exercised in its sole discretion, to appoint a third-party bank (the "Collateral Agent") to hold and invest the Defeasance Collateral.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement by its respective authorized representative as of the date first set forth above.

**BORROWER:**

**LATHROP PRESERVATION PHASE IC, LP,** an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop, LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

**GOVERNMENTAL LENDER:**

**CITY OF CHICAGO**

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

Agreed to and Acknowledged by:

**FUNDING LENDER:**

**CITIBANK, N.A.**

By: _____
Name: _____
Title: _____
Deal ID No. [_____]

*Exhibit "C".*
(To Ordinance)

**LOAN AGREEMENT**

between

**CITY OF CHICAGO**

and

**LATHROP PRESERVATION PHASE IC, LP**

relating to

$[PAR]
City of Chicago
Multifamily Housing Revenue Bonds
(Lathrop IC)
Series 2026

Dated as of _____ 1, 2026

---

The interest of the City of Chicago (the "Issuer") in this Loan Agreement has been assigned pursuant to the Trust Indenture (the "Indenture"), dated as of _____ 1, 2026 between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee") (except for Reserved Rights, as such term is defined in the Indenture), and is subject to the security interest of the Trustee thereunder.

**LOAN AGREEMENT**

**THIS LOAN AGREEMENT** made and entered into as of _____ 1, 2026 (this "Loan Agreement") between the **CITY OF CHICAGO** (the "Issuer"), a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State"), and **LATHROP PRESERVATION PHASE IC, LP,** an Illinois limited partnership (the "Borrower"), under the following circumstances summarized in the following recitals.

RECITALS

A. Certain of the capitalized terms used but not defined in these Recitals are defined in Article I of the below-defined Indenture.

B. Pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Issuer, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer.

C. The Borrower has requested the Issuer to issue its $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), the proceeds of which will be utilized to make a loan to the Borrower for purposes of funding a portion of the costs of (a) the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction building that will generate 59 additional residential rental units and functionally related and subordinate facilities all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne and 2731-2759 North Leavitt (the "Project") and (b) paying fees, expenses and costs incurred in connection with the authorization, issuance and sale of the Bonds.

D. Pursuant to its home rule authority and an Ordinance adopted by the City Council of the Issuer on April __, 2026 (the "Ordinance"), the Issuer desires to provide funds to finance a portion of the costs of the Project by issuing the Bonds, pursuant to a Trust Indenture by and between the Issuer and Zions Bancorporation, National Association, as Trustee, of even date herewith (the "Indenture").

E. The proceeds of the Bonds will be used to make a loan to the Borrower (the "Loan") which will be evidenced by this Loan Agreement and a promissory note dated the date of delivery of the Bonds (the "Note") from the Borrower to the Issuer.

F. The obligations of the Borrower under this Loan Agreement and the Note will be secured by the Trust Estate (as defined in the Indenture) established under the Indenture.

G. Bank of America, N.A. (in such capacity, the "Mortgage Lender") has agreed to provide a taxable construction loan (the "Mortgage Loan") to the Borrower, the proceeds of which

shall be advanced pursuant to the Mortgage Loan Documents and used (i) to finance a portion of the costs of constructing and equipping of the Project and (ii) to make deposits into the Collateral Fund. The Mortgage Lender will administer the Mortgage Loan in accordance with the Mortgage Loan Documents.

H. The Chicago Housing Authority (the "CHA") has agreed to make a loan (the "CHA Loan") to the Borrower that will be subordinate to the Mortgage Loan, the proceeds of which shall be advanced pursuant to the terms of the CHA Loan to finance a portion of the costs of the Project and to make deposits into the Collateral Fund.

I. Pursuant to that certain Forward Commitment Agreement dated _____ __, 2026 (as may be amended, modified or supplemented from time to time, the "Forward Commitment Agreement"), between Citibank, N.A. ( "Citibank") and the Borrower, Citibank has agreed, subject to the satisfaction of the terms and conditions set forth therein (the "Conditions to Funding"), to make a loan to the Issuer (the "Funding Loan") pursuant to the provisions of the Funding Loan Agreement to be evidenced by the Governmental Lender Note on the Initial Mandatory Tender Date or any subsequent Mandatory Tender Date established upon a remarketing of the Bonds (such date being the "Funding Date") which proceeds shall be deposited into the Funding Loan Fund and will be used by the Trustee to pay the purchase price of the Bonds as described below.

J. The Bonds shall be subject to mandatory tender on the Initial Mandatory Tender Date in accordance with Section 3.01 of the Indenture, and on the Funding Date: (i) the purchase price of the Bonds shall be paid by the Trustee with the proceeds of the Funding Loan received from Citibank to purchase the Governmental Lender Note (as defined below), (ii) the Funding Loan Agreement in substantially the form attached to the Indenture as Appendix C and the Borrower Loan Agreement in substantially the form attached to the Indenture as Appendix D shall be delivered by the respective parties and become effective and shall supersede the Indenture and this Loan Agreement, respectively, (iii) the Bonds shall be removed from the Book-Entry System and exchanged for a physical note (the "Governmental Lender Note"), in the form attached as Exhibit A to the Funding Loan Agreement, which shall be purchased by Citibank, (iv) the Mortgage Loan shall be repaid in full with amounts on deposit in the Collateral Fund and certain other funds of the Borrower, and (v) thereafter all of the Trustee's duties and obligations with respect to the Bonds, the Governmental Lender Note, the Indenture, this Loan Agreement, and the related documents (other than the Tax Regulatory Agreement in accordance with the terms thereof) will cease and terminate.

**AGREEMENTS**

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, and for and in consideration of the premises and the mutual representations, agreements and covenants hereinafter contained, do hereby covenant, agree and bind themselves as follows; provided that any obligation of the Issuer created by or arising out of this Loan Agreement shall never constitute a debt or a pledge of the faith and credit or the taxing power of the State, but shall be payable solely out of the Trust Estate (as defined in the Indenture), anything herein contained to the contrary by implication or otherwise notwithstanding.

## ARTICLE I

## DEFINITIONS

**Section 1.01. Definitions**. All capitalized, undefined terms used herein shall have the same meanings as used in Article I of the Indenture.

**Section 1.02. Uses of Phrases**. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Bondholder," "Holder," "Owner," "registered Holder" and "person" shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as persons. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding. All references herein to specific sections of the Code refer to such sections of the Code and all successor or replacement provisions thereto.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 2.01. Representations and Covenants of the Issuer**. The Issuer represents and covenants the following, as of the date hereof:

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

(b) The Issuer has found, based on the representations of the Borrower, and hereby declares that the issuance of the Bonds to assist with the financing or refinancing of the Project is a valid public purpose.

(c) In order to finance or refinance the costs of the Project in an amount estimated by the Borrower, the Issuer has duly authorized the execution, delivery, and performance on its part of the Bond Purchase Agreement, the Indenture and this Loan Agreement.

(d) To accomplish the foregoing, the Issuer proposes to issue $[PAR] in aggregate principal amount of its Bonds immediately following the execution and delivery of this Loan Agreement. The date, denomination or denominations, interest rate or rates, maturity schedule, redemption provisions and other pertinent provisions with respect to the Bonds are set forth in the Indenture.

(e) The Issuer has not pledged, assigned, or granted, and will not pledge, assign, or grant any of its rights or interest in or under this Loan Agreement for any purpose other than as provided for in the Indenture.

(f) The Issuer makes no representation or warranty, express or implied, that the amount of the Loan will be sufficient to finance the construction and equipping of the

Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

**Section 2.02. Representations, Covenants and Warranties of the Borrower and the General Partner.** The Borrower and the General Partner, as applicable, represent, covenant and warrant as of the Closing Date that:

(a) ***Good Standing; Single-Purpose Covenants.***

(i) The Borrower (A) is a limited partnership duly organized and existing under the laws of the State, (B) has the power to own its property and to carry on its business as now being conducted and as contemplated by this Loan Agreement and the Tax Representation Certificate, and (C) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary, including, but not limited to, the State. The Borrower's business and purpose shall consist solely of the ownership, development, operation and management of the Project and such other lawful activities as are incidental, necessary or appropriate thereto. The Borrower shall not assume or guaranty any other person's indebtedness or obligations. The Borrower shall not dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, transfer or lease (other than tenant leases and as otherwise described herein) its property and assets substantially as an entirety to any entity. The Borrower shall not institute or consent to any bankruptcy, insolvency or reorganization proceedings with respect to it, consent to the appointment of a receiver or similar official with respect to it, make any assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due.

The Borrower shall: maintain books and records and bank accounts separate from those of any other person; conduct its business in its own name and use separate stationery, invoices and checks; maintain its assets in such a manner that it is not costly or difficult to segregate and identify such assets; observe all organizational formalities and hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements, or if part of a consolidated group, then be shown thereon as a separate member of such group; allocate and charge fairly and reasonably any common employee or overhead shared with affiliates; and transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements. The Borrower shall not commingle its assets or funds with those of any other person.

(ii) The General Partner (A) is a limited liability company duly organized and existing in good standing under the laws of the State and is authorized to transact business in the State, (B) has the power to own its property and to carry on its business as now being conducted and as contemplated by this Loan Agreement, and the Tax Representation Certificate, and (C) is duly qualified to do business and is in good standing in each jurisdiction in which the character of

the properties owned by it therein or in which the transaction of its business makes such qualification necessary, including, but not limited to, the State. The General Partner's business and purpose shall consist solely of acting as the General Partner of the Borrower. The General Partner shall not dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, transfer or lease its property and assets substantially as an entirety to any entity, except for collateral pledges of its interests to lenders of the Project. The General Partner shall not, with respect to itself or the Borrower, institute or consent to any bankruptcy, insolvency or reorganization proceedings, consent to the appointment of a receiver or similar official, make or consent to any assignment for the benefit of creditors or admit in writing its or the Borrower's inability to pay debts generally as they become due.

The General Partner shall: maintain books and records and bank accounts separate from those of any other person; conduct its business in its own name and use separate stationery, invoices and checks; maintain its assets in such a manner that it is not costly or difficult to segregate and identify such assets; observe all organizational formalities and hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements, or if part of a consolidated group, then be shown thereon as a separate member of such group; allocate and charge fairly and reasonably any common employee or overhead shared with affiliates; and transact all business with affiliates using reasonable and customary terms pursuant to enforceable agreements. The General Partner shall not commingle its assets or funds with those of any other person.

(b) ***Authority***. The Borrower and the General Partner have full power and authority to (i) execute and deliver the Borrower Documents and Mortgage Loan Documents, (ii) consummate all of the transactions contemplated hereby and thereby, and (iii) incur their respective obligations provided for herein and therein, all of which have been duly authorized by all proper and necessary corporate action. All consents or approvals of any public authority which are required as a condition to the validity of this Loan Agreement, the Tax Certificates, the Note, the Bond Purchase Agreement, and the Tax Regulatory Agreement have been obtained.

(c) ***Binding Agreements***. The Borrower Documents and Mortgage Loan Documents have been properly executed by a duly authorized representative of the Borrower and the General Partner (as applicable) and constitute valid and legally binding obligations of the Borrower, and are fully enforceable against the Borrower in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally, and with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(d) ***Litigation***. To the knowledge of the Borrower, there is no litigation or proceeding pending or threatened, in writing, against the Borrower, the General Partner or the Project before any court or administrative agency which, if determined adversely to the Borrower, will materially adversely affect the Borrower or the Project, or the authority of

the Borrower to enter into or perform under the Borrower Documents and Mortgage Loan Documents to which it is a party.

(e) ***Conflicts; Defaults.*** There is (i) no provision of the Borrower's or the General Partner's organizational documents or resolutions of the Borrower and no provision of any existing mortgage, indenture, contract or agreement binding on the Borrower or the General Partner or affecting any of the Borrower's property and (ii) to the Borrower's or the General Partner's knowledge, no provision of law applicable to the Borrower or order of court binding upon the Borrower or the General Partner or affecting any of the Borrower's property, in either case which would conflict with or in any way prevent the execution, delivery, or performance of the terms of the Borrower Documents and Mortgage Loan Documents to which it is a party, or which would be in default or violated as a result of such execution, delivery or performance. The Borrower is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(f) ***Title to Project.*** The Borrower has or will have on the Closing Date good and marketable ground leasehold interest in the land constituting the site of the Project, free and clear of any liens or encumbrances, other than the Permitted Encumbrances and the Ground Lease. The Borrower possesses or will timely obtain and possess in due course, and will at all times thereafter possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(g) ***Indenture.*** The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Loan Agreement, that it has reviewed the Indenture, and it hereby approves the Indenture and agrees to be bound by its terms. The Borrower agrees to perform fully and faithfully all the duties and obligations which the Issuer has covenanted and agreed to in the Indenture to cause the Borrower to perform all the Borrower's Obligations and any duties and obligations which the Borrower or the Issuer is required by the Indenture to perform. The foregoing shall not apply to any duty or undertaking of the Issuer which has not explicitly been delegated or assigned or which, by its nature, cannot be delegated or assigned.

(h) ***Events Affecting Tax Exemption.*** The Borrower has not taken or permitted to be taken any action that would impair the excludability from gross income for federal income tax purposes of the interest payable on the Bonds, and the Borrower has never been advised that the interest is or will be subject to inclusion in gross income. As of the Closing Date, the Borrower is in compliance with all requirements contained in the Tax Representation Certificate, and the representations set forth in the Tax Representation Certificate pertaining to the Borrower and the Project are true and accurate in all material respects. Notwithstanding the above, if the Borrower becomes aware of any situation, event or condition which would result in the interest on the Bonds being included in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

(i) ***Compliance With Laws***. The Project will be operated in compliance with the provisions of the Ordinance and the provisions of the Code applicable thereto. The Borrower will use due diligence to cause the Project to be operated in accordance with the Ordinance and all other applicable laws, rulings, regulations and ordinances of the Issuer, the State and the departments, agencies and political subdivisions thereof. The Borrower has obtained or will cause to be timely obtained all requisite approvals of the State and of other federal and local governmental bodies required for the operation of the Project.

(j) ***No Material Misstatements***. The representations and warranties of the Borrower contained in the Borrower Documents and Mortgage Loan Documents (including, without limitation, any information furnished by the Borrower in connection with the preparation of any materials related to the issuance or delivery of the Bonds on the Closing Date), contain no material misstatement of fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The representations and warranties of the Borrower and the statements, information and descriptions contained in the Official Statement (excluding the information under the captions "THE ISSUER," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS," "UNDERWRITING," "RATING," "CERTAIN LEGAL MATTERS," "ABSENCE OF LITIGATION – The Issuer," "THE TRUSTEE," and the information in each of Appendix A, B, C, D and F) and in the Borrower's closing certificates, as of the Closing Date, are true, correct and complete in all material respects, do not contain any untrue statement or misleading statement of material fact made by the Borrower or the General Partner, and do not omit to state a material fact necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading. The estimates and assumptions contained in this Loan Agreement and in any certificate of the Borrower delivered as of the Closing Date are reasonable and based on the most accurate information available to the Borrower.

No oral or written statement, furnished by or on behalf of the Borrower to the Issuer or the Underwriter in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Borrower has not disclosed to the Issuer or the Underwriter of the Bonds in writing that materially and adversely affect or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Borrower Documents or any documents or transactions contemplated hereby or thereby.

(k) ***Interest of Member or Agent of Issuer***. To the knowledge of the Borrower, no Issuer Indemnified Party has had or has, in any manner, significant or conflicting interest, financial, employment or otherwise, directly or indirectly, in that person's own name or in the name of any other persons, in the loan of the bond proceeds, the Bonds, the Documents, the Borrower or the Project, in any contract for property or materials to be

furnished or used in connection with the Project, or in any aspect of the transactions contemplated by the Documents.

(l) ***Arbitrage Bonds***. The Borrower covenants and agrees that it will not use or permit the use of any funds provided by the Issuer hereunder or any other funds of the Borrower directly or indirectly, in a manner which would, or enter into, or allow any "related person" (as defined in Code Section 147(a)(2)) to enter into, any arrangement, formal or informal, for the purchase of the Bonds that would, or take or omit to take any action that would, to the knowledge of the Borrower, cause the Bonds to be an "arbitrage bond" within the meaning of Code Section 148 or "federally guaranteed" within the meaning of Code Section 149(b) and the applicable regulations promulgated from time to time thereunder. The Borrower further covenants to comply with the covenants and procedures set forth in Section 4.06 of the Indenture and the Tax Certificates and to deposit in the Rebate Fund such amount as may be necessary to maintain the deposit in the Rebate Fund at the Rebate Amount. Finally, the Borrower covenants to pay to the Trustee for deposit in the Expense Fund, or to pay directly, all sums necessary to retain or pay the fees and expenses of the Rebate Analyst.

(m) ***Tax Returns***. The Borrower has filed or caused to be filed all required federal, state and local tax returns and has paid all taxes as shown on such returns as such taxes have become due. No claims have been assessed and are unpaid with respect to such taxes.

(n) ***No Reliance on Issuer***. The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project; and that it has not relied on the Issuer or its counsel for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds.

(o) ***Fees, Expenses and Indemnification***. The Borrower shall pay all fees (including, without limitation, the Issuer Fees and Expenses), all indemnification payments due hereunder, the fees and expenses of the Trustee (including, without limitation, all indemnification payments), the Trustee's Fee and the fees of the Rebate Analyst, all as provided in the Indenture and in this Loan Agreement.

(p) ***Place of Business of Borrower***. The Borrower has a place of business in the State.

(q) ***Name of Borrower; Federal Employer Identification***. The Borrower filed a Certificate of Limited Partnership with the State and since its date of filings has done business only under the name of "Lathrop Preservation Phase IC, LP" and the Borrower's federal employer identification number is 99-2516286.

(r) ***Governmental Requirements***. To the Borrower's knowledge, other than disclosed in the environmental reports provided by the Borrower to the Issuer, no violation of any Governmental Requirement exists with respect to the Project, the Borrower, or any other asset of the Borrower which will not be corrected in the course of the rehabilitation and construction of the Project. The Project and the use thereof (as it is proposed to be operated) conforms in all material respects with all applicable zoning, planning, development, building, water conservation, pollution control, environmental and other laws, rules, ordinances and regulations of Governmental Authorities having jurisdiction over the Project, all necessary utilities are or will be available to the Project, and the Borrower has obtained or will obtain all requisite zoning approvals necessary with respect to the Project.

(s) ***Condemnation***. No condemnation, eminent domain or similar proceeding is pending, or to the knowledge of the Borrower, threatened, with respect to the Project or any portion thereof.

(t) ***Governmental Approvals***. The Borrower has obtained, or will obtain, and has maintained as currently in full force and effect, or will be in full force and effect, all consents, and permits, licenses, accreditations, certifications and other approvals (governmental or otherwise) that:

(i) would constitute a condition precedent to, or the absence of which would materially adversely affect, the enforceability of and the performance by the Borrower of its obligations hereunder; and

(ii) are necessary for the acquisition, construction, financing and operation of the Project and to enter into, execute and perform its obligations under this Loan Agreement and the other Borrower Documents.

(u) ***Investment***. Except during the continuance of a Default, the Borrower shall have a duty to direct the Trustee to invest or reinvest all money held for the credit of funds established by the Indenture in accordance with Section 4.06 of the Indenture and Article VI of the Indenture.

**Section 2.03. Additional Representations, Warranties and Undertakings of the Borrower and the General Partner**. The Borrower and the General Partner, as applicable, make the following additional representations as of the Closing Date as the basis for their covenants and agreements herein:

(a) The execution and delivery of the Borrower Documents and Mortgage Loan Documents to which the Borrower is a party, and the consummation of the transactions herein and therein contemplated, including the application of the proceeds of the Bonds as so contemplated, will not conflict with, or constitute a breach of, or default by it under its formation and governance documents, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any

of its activities or properties. Additionally, the Borrower is not in breach, default or violation of any applicable statute, indenture, mortgage, deed of trust, note, loan agreement or other agreement or instrument which would allow the obligee or obligees thereof to take any action which would preclude performance under the Borrower Documents by the Borrower.

(b) To its knowledge, there are no actions, suits or proceedings of any type whatsoever pending or, to the Borrower's or the General Partner's knowledge, threatened in writing against or affecting the Borrower, the General Partner or either of its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its financial condition, assets, properties, operations, or its ability to execute, deliver and perform with respect to any of the Borrower Documents and it is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would materially and adversely affect its financial condition, assets, properties or operations, or the completion of the construction of the Project.

(c) Neither any information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of the Borrower Documents nor any of the foregoing representations contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) The Borrower shall pay all fees, costs and expenses required to be paid by the Borrower under the terms of this Loan Agreement.

(e) None of the moneys in the Project Fund will be disbursed for or be used to pay any cost, or to reimburse the Issuer or the Borrower for any cost, which is not permitted by the Code, this Loan Agreement or the Indenture.

(f) [Reserved].

(g) During the term of this Loan Agreement and the Tax Regulatory Agreement, the Borrower intends to and will utilize or cause the Project to be utilized as a "qualified residential rental project" within the meaning of the Code.

(h) The Borrower will not modify the Project in any manner which would jeopardize the tax-exempt status of the Bonds.

(i) There has been no materially adverse change in the financial condition, prospects, or business affairs of the Borrower or the feasibility or physical condition of the Project subsequent to the date on which the Issuer granted its resolution approving the issuance of the Bonds.

All representations of the Borrower contained herein and in any certificate or other instrument delivered by the Borrower pursuant to the Borrower Documents or the Indenture, or in connection with the transactions contemplated hereby or thereby, shall survive the execution and

delivery thereof and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the instrument containing such representation.

**Section 2.04. Tax-Exempt Status of the Bonds.** The Borrower hereby represents, warrants and agrees that the Tax Representation Certificate executed and delivered by the Borrower concurrently with the issuance and delivery of the Bonds is true, accurate and complete in all material respects as of the date on which executed and delivered.

**Section 2.05. Notice of Determination of Taxability.** Promptly after the Borrower first becomes aware of any investigation relating to the tax status of the Bonds, or a Determination of Taxability, the Borrower shall give written notice thereof to the Issuer and the Trustee at the address of each party listed in Section 12.05 of the Indenture.

**Section 2.06. Governmental Lender Note.** The Borrower acknowledges and agrees that the Bonds are subject to mandatory tender and exchange for the Governmental Lender Note as provided for in Section 2.12 of the Indenture.

## ARTICLE III

## CONSTRUCTION OF THE PROJECT; ISSUANCE OF THE BONDS

**Section 3.01. Agreement To Construct the Project.** The Borrower agrees to make all contracts and do all things necessary for the construction of the Project.

**Section 3.02. Agreement To Issue, Sell and Deliver the Bonds; Deposit of Bond Proceeds.** In order to provide funds for the payment of the Costs of the Project, the Issuer, concurrently with the execution of this Loan Agreement, will issue, sell, and deliver the Bonds and deposit the proceeds thereof with the Trustee, which amounts shall be immediately deposited as set forth in the Indenture.

**Section 3.03. Disbursements From the Project Fund.** In the Indenture, the Issuer has authorized and directed the Trustee to make disbursements from the Project Fund to pay Costs of the Project upon satisfaction of the requirements of the Indenture. The Trustee is directed in the Indenture to make disbursements from the Project Fund as provided in the Indenture, and pursuant to the receipt of a Requisition, approved by the Mortgage Lender and/or the CHA, depending upon the source of Eligible Funds being provided to the Collateral Fund, in substantially the form attached to the Indenture as Appendix B.

The Borrower's right to request disbursements from the Project Fund is limited to the principal amount of the Loan and conditioned upon the deposit of Eligible Funds into the Collateral Fund as set forth in the Indenture.

**Section 3.04. Furnishing Documents to the Trustee.** The Borrower agrees to cause such Requisitions to be delivered to the Trustee as may be necessary to effect payments out of the Project Fund in accordance with Section 3.03 hereof.

**Section 3.05. Establishment of Completion Date.**

(a) The Borrower Representative shall evidence completion of the Project and the actual date of completion to the Issuer and the Trustee (with copies to the Investor Limited Partner, the Mortgage Lender and the CHA) by an executed Completion Certificate. The Completion Certificate shall be executed by the Borrower Representative and shall state to the best information and belief of the Borrower, after due inquiry, that, except for amounts retained (subject to the provisions of this Section 3.05) by the Trustee at the Issuer's or the Borrower's direction and amount retained under the Mortgage Loan for any costs not then due and payable or costs due and payable, the payment of which is being diligently contested in good faith, construction of the Project has been substantially completed in material compliance with all applicable laws, regulations and agreements, and all costs of labor, services, materials and supplies used in the Project have been paid or provisions have been made for their payment, all equipment necessary for the operation of the Project has been purchased, installed and paid for, is suitable and sufficient for its intended purposes, and is fully operable, all costs and expenses incurred in connection with the Project have been paid except for amounts not yet due and payable or being diligently contested in good faith by the Borrower, and the multifamily units in the Project are suitable and sufficient for its intended purposes. Notwithstanding the foregoing, the Completion Certificate shall further state that it is given without prejudice to any rights of the Borrower against third parties which exist at the date of the Completion Certificate or which may subsequently come into being. The Completion Certificate shall be furnished by the Borrower to the Issuer and the Trustee (with copies to the Investor Limited Partner, the Mortgage Lender and the CHA) promptly following the completion of the Project.

(b) Any amount (exclusive of amounts retained by the Trustee in the Project Fund for payment of Costs of the Project not then due and payable) of proceeds of the Bonds remaining in the Project Fund upon the Completion Date shall be transferred by the Trustee into the Bond Fund and used by the Trustee (i) to pay the principal of and interest on the Bonds or (ii) for any other purpose provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by the Indenture provided that prior to any such investment the Trustee is provided with an opinion of Bond Counsel to the effect that such investment will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

**Section 3.06. Borrower Required To Pay in the Event Project Fund Is Insufficient.** In the event the moneys in the Project Fund are not sufficient to pay the Costs of the Project in full, the Borrower agrees to complete the Project and to pay that portion of the Costs of the Project in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of the Costs of the Project will be sufficient to pay all of the Costs of the Project. The Borrower agrees that if after exhaustion of the moneys in the Project Fund, the Borrower shall pay any portion of the Costs of the Project pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Holders of

any of the Bonds, nor shall the Borrower be entitled to any diminution of the amounts payable under this Loan Agreement.

**Section 3.07. Special Arbitrage Certifications**. The Borrower and the Issuer (to the extent reasonably within its control), each individually, covenant (i) not to take any action (required of the Borrower or the Issuer, respectively, under the Documents) or fail to take any action which would cause the interest on any of the Bonds to be or become includable in the gross income of the Holders for federal income tax purposes and (ii) not to cause or direct any moneys on deposit in any fund or account to be used in a manner that would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower certifies and covenants to and for the benefit of the Issuer and the Holders of the Bonds that so long as there are any Bonds Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

**Section 3.08. Rebate Calculations and Payments**. Within 60 days of the end of each and every fifth Bond Year and within 60 days following the final maturity date of the Bonds or any earlier date of redemption of the Bonds in whole, or at such other times as required by the Arbitrage Certificate, the Borrower shall cause the Rebate Analyst to calculate the Rebate Amount as of the end of the five Bond Year period or the date of such payment and the Rebate Analyst shall notify the Trustee, the Borrower and the Investor Limited Partner of that amount. If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebate Amount (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within 30 days after the date of the aforesaid calculation (or such earlier time if required by the Arbitrage Certificate), deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebate Amount. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower notwithstanding the release and discharge of the Indenture or the termination of this Loan Agreement. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six years after the maturity or retirement of the Bonds.

Notwithstanding any provisions of this Article III, if the Borrower shall provide to the Issuer and the Trustee an opinion of Bond Counsel addressed to the Issuer that any specified action required under this Article III or Section 4.06 of the Indenture is no longer required or that some further or different action is required to maintain the excludability from federal income tax of interest on the Bonds, the Issuer, the Trustee and the Borrower may conclusively rely on such opinion in complying with the requirements of this Article III and Section 4.06 of the Indenture and be protected in so doing, and the covenants hereunder shall be deemed to be modified to that extent.

Notwithstanding anything herein to the contrary, in the event of any conflict between the requirements hereof and those of the Tax Certificates, the Tax Certificates shall control.

**Section 3.09. Rebate Analyst.**

(a) In accordance with Section 3.08 hereof, the Rebate Analyst shall perform any calculations required under Section 4.06 of the Indenture at the sole expense of the Borrower. The Borrower shall select a Rebate Analyst acceptable to the Issuer, the expense of which shall be borne by the Borrower, and the Borrower shall give prompt notice in writing to the Trustee of such appointment. The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds notwithstanding any other provision of this Loan Agreement until the requirements for payment of any Rebate Amount has been fully satisfied.

(b) Notwithstanding anything to the contrary herein, the Issuer is permitted to replace any Rebate Analyst selected by the Borrower, at the sole expense of the Borrower, insofar as the Issuer determines that such Rebate Analyst is unable to comply with the requirements of the Arbitrage Certificate or properly prepare the computations related to arbitrage compliance with respect to the Bonds.

(c) To the extent the Borrower engages a Rebate Analyst to make calculations related to arbitrage compliance with respect to the Bonds and such calculations are used in connection with the filing of Internal Revenue Service Form 8038T (or similar or subsequent form) related to the Bonds, the Borrower agrees that such Rebate Analyst or other similar authorized professional will sign such Form 8038T as an authorized paid preparer which satisfies applicable Internal Revenue Service requirements. Insofar as the Borrower is unable to engage an authorized paid preparer to sign such forms related to arbitrage compliance with respect to the Bonds, the Issuer, with written notice to the Borrower, is permitted to engage its own Rebate Analyst and authorized paid preparer at the sole expense of the Borrower.

## ARTICLE IV

## LOAN PROVISIONS

**Section 4.01. Loan of Proceeds**. The Issuer agrees, upon the terms and conditions contained in this Loan Agreement and the Indenture, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Borrower as provided in Section 3.03 hereof.

**Section 4.02. Amounts Payable.**

(a) The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in immediately available funds, a sum which, together with any other moneys available for such payment in any account of the Bond Fund, will enable the

Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Payments by the Trustee of principal of and interest on the Bonds from amounts in the Bond Fund shall be credited against the Borrower's obligation to pay principal and interest on the Loan. The Borrower also covenants and agrees to pay any additional interest, taxes or penalties that may be due as a result of a Determination of Taxability.

It is understood and agreed that all payments of principal and interest payable by the Borrower under Section 4.02(a) above are assigned by the Issuer to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

(b) In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

**Section 4.03. Fees and Expenses**. On the Closing Date, the Borrower agrees to cause to be deposited amounts into the Costs of Issuance Fund or to cause to be deposited with the Title Company amounts to be paid in accordance with the Closing Memorandum as required under the Indenture, to pay: the Issuer Fee, the Issuer Bond Legal Reserve Fee and any other Issuer Fees and Expenses (as provided in the immediately following paragraph), rating agency fees, the Trustee's Fee, and the Trustee's fees or expenses due and payable on the Closing Date (including the fees and expenses of their respective counsel actually incurred) in connection with the issuance of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and filing, to the extent such fees and expenses are not otherwise paid from the Costs of Issuance Fund in accordance with Section 4.07 of the Indenture. Following the Closing Date, all fees, charges, costs and expenses, including counsel fees and expenses, of the parties involved in the financing of the Project, including the Issuer Fees and Expenses (as provided in the immediately following paragraph), the Trustee's Fee, the Remarketing Agent's Fee and the fees of the Rebate Analyst, shall be paid by the Borrower (i) directly to the parties entitled thereto for their own account, or (ii) to the Trustee for deposit to the funds and accounts established under the Indenture if otherwise required thereunder, as and when such amounts become due and payable. The Borrower will also pay any expenses actually incurred in connection with any redemption, underwriting or remarketing of the Bonds or amendments or modifications to the Documents. Specifically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer, the Trustee or to any payee designated by the Issuer, within 30 days after receipt of request for payment thereof, all fees or expenses of the Issuer and the Trustee actually incurred and related to the Project and the financing thereof which are not paid from the funds held under the Indenture, including, without limitation, reasonable legal fees and expenses incurred in connection with the enforcement or amendment of any documents relating to the Project or the Bonds or in connection with questions or other matters arising under such documents.

The Borrower agrees to pay (i) the Issuer Fee to the Trustee or the Title Company, as applicable, for further payment to the Issuer on the Closing Date, (ii) the Issuer Administrative Fee

when due and payable, (iii) the amounts, if any, payable in connection with the Reserved Rights (including, without limitation, the Issuer Fees and Expenses) to the Trustee for deposit in the Expense Fund for further payment to the Issuer when due, and (iv) to the applicable recipient, any and all payments due to any Issuer Indemnified Party with respect to the indemnification provisions hereunder. The Borrower agrees that the payments to the Issuer under this Loan Agreement shall be a net return to the Issuer over and above any taxes or charges of any nature that may currently or hereafter be imposed on the receipts of the Issuer under this Loan Agreement.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, including the Tax Regulatory Agreement.

**Section 4.04. Obligations of the Borrower Unconditional.** The obligations of the Borrower to make the payments required under this Loan Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Loan Agreement, (ii) will perform and observe all of its other agreements contained in this Loan Agreement and (iii) will not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied.

**Section 4.05. Remarketing of Bonds**. The Borrower is hereby granted the right to (i) request a remarketing of the Bonds in the manner and to the extent set forth in Section 3.03 of the Indenture and (ii) with the written consent of the Remarketing Agent (which consent shall not be unreasonably withheld), designate the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.01 and 3.03 of the Indenture. Notice of any such Remarketing Period and the related Mandatory Tender Date also shall be delivered to the Issuer, the Investor Limited Partner, the Mortgage Lender and the Trustee not later than 15 days prior to the Mandatory Tender Date.

**Section 4.06. Mortgage Loan to Borrower; Eligible Funds.** Contemporaneously with the issuance of the Bonds, it is expected that the Borrower shall proceed with obtaining the Mortgage Loan from the Mortgage Lender and the CHA Loan from the CHA. In particular, the Borrower will promptly take all necessary actions on its part to close the Mortgage Loan and the CHA Loan.

In consideration of and as a condition to the disbursement of Bond proceeds in the Project Fund to pay Project Costs, and to secure the Borrower's obligation to make Loan Payments, the

Borrower shall cause the Mortgage Lender and the CHA, from time to time, to deliver Eligible Funds to the Trustee for deposit into the Collateral Fund to enable the Trustee to disburse an equal amount of Bond proceeds from the Project Fund, as approved by the Mortgage Lender and/or the CHA, depending upon the source of Eligible Funds being deposited to the Collateral Fund, in connection with a completed and fully executed Requisition, in substantially the form attached to the Indenture as Appendix B.

**ARTICLE V**

**SPECIAL COVENANTS**

**Section 5.01. No Warranty of Condition or Suitability by Issuer**. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE PROJECT OR THE CONDITION THEREOF, OR THAT THE PROJECT WILL BE SUITABLE FOR THE PURPOSES OR NEEDS OF THE BORROWER. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE BORROWER WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE BORROWER'S PURPOSES.

**Section 5.02. Access to the Project**. The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the construction thereof at all reasonable times upon prior written notice (not less than 5 days). The Borrower acknowledges that the Issuer, the Trustee and/or their duly authorized agents will monitor the construction of the Project. The Issuer, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times upon prior written notice (not less than 5 days), to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

**Section 5.03. Further Assurances and Corrective Instruments; Issuer's Performance Covenants.**

(a) Subject to Section 5.03(b) below, the Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

(b) The Issuer shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Trust Estate, or the Issuer shall first have been

adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided by the Trustee or the Borrower. The Issuer covenants that it will faithfully perform (to the extent within its reasonable control) at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Loan Agreement, the Indenture, in any and every Bond executed, authenticated, and delivered under the Indenture; provided, however, that the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until (i) it shall have been requested to do so by the Borrower or the Trustee, and (ii) the Issuer shall have received the instrument to be executed and, at the Issuer's option, shall have received from the Borrower assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its expenses incurred or to be incurred in connection with taking such action or executing such instrument.

**Section 5.04. Issuer and Borrower Representatives**. Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an Authorized Issuer Representative and for the Borrower by a Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture and, subject to Section 10.06(c) of the Indenture, incur no liability in acting pursuant to such approval or request.

**Section 5.05. Financing Statements**. The Borrower shall, or shall cause to be filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees and expenses) associated therewith.

**Section 5.06. Borrower Receipt of Insurance or Condemnation Proceeds**. In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Mortgage Lender to the extent required by the Mortgage Loan Documents. Such proceeds shall be used to either reduce the indebtedness evidenced by the Mortgage Loan Documents or to repair or restore the loss caused to the Project pursuant to the terms and conditions of the Mortgage Loan Documents.

**Section 5.07. Borrower's Obligations Upon Tender of Bonds**. If any tendered Bond is not remarketed on any Mandatory Tender Date and a sufficient amount is not available in the Collateral Fund, the Negative Arbitrage Account of the Bond Fund, or the Project Fund as provided in Section 3.01(e) of the Indenture for the purpose of paying the purchase price of such Bond, the Borrower will cause to be paid to the Trustee by the applicable times provided in the Indenture, an amount equal to the amount by which the principal amount of all Bonds tendered and not remarketed, together with interest accrued to the Mandatory Tender Date, exceeds the amount otherwise available pursuant to Section 3.01(e) of the Indenture.

**Section 5.08. [Reserved].**

**Section 5.09. Prepayment**. Provided no Event of Default shall have occurred or be continuing, at any time the Bonds are subject to optional redemption in accordance with applicable provisions of the Indenture, the Borrower may prepay the Loan by directing the Issuer in writing to direct the Trustee to call Bonds for optional redemption in whole or in part in accordance with the applicable provisions of Section 3.05 of the Indenture providing for optional redemption at the price stated in the Indenture, from amounts held in the Collateral Fund, the Project Fund, the Bond Fund (other than funds in the Negative Arbitrage Account therein), and any other Eligible Funds available or made available for such purpose at the direction of the Borrower; provided such amounts are sufficient to pay the redemption price of the Bonds in full.

**Section 5.10. Annual Certificate of Authorized Borrower Representative**. The Borrower will deliver to the Trustee and the Issuer within six weeks after the end of each of the Borrower's fiscal years a certificate executed by the Authorized Borrower Representative stating that:

(a) A review of the activities of the Borrower during such fiscal year and of performance hereunder has been made under such Authorized Borrower Representative's supervision; and

(b) The Authorized Borrower Representative is familiar with the provisions of this Loan Agreement and the Tax Certificates, and to the best of such Authorized Borrower Representative's knowledge, based on such review and familiarity, the Borrower has fulfilled all its obligations hereunder and thereunder throughout such fiscal year, and there have been no defaults under this Loan Agreement or the Tax Certificates or, if there has been a default by the Borrower in the fulfillment of any such obligation in such fiscal year, specifying each such default known to such Authorized Borrower Representative and the nature and status thereof and the actions taken or being taken to correct such default.

**Section 5.11. Continuing Disclosure**. The Borrower hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Loan Agreement or the Indenture, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered a Default or an Event of Default hereunder or under the Indenture or a default with respect to the Bonds or the Documents. The Borrower will provide to the Trustee and the Issuer electronic copies of the annual financial statements of the Project and notices of material events provided to the Dissemination Agent pursuant to the Continuing Disclosure Agreement.

## ARTICLE VI

## RESTRICTION ON TRANSFER; ASSIGNMENT, SELLING, LEASING; INDEMNIFICATION

**Section 6.01. Restriction on Transfer; Removal of General Partner**.

(a) Except as contemplated by the Tax Regulatory Agreement, the Ground Lease or the CHA ROFR Agreement, and except the Permitted Encumbrances, residential leases entered into in the ordinary course of business, or as otherwise provided for herein,

the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, grant a deed of trust, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and will not encumber, alienate, hypothecate, grant a security interest in or grant any other ownership or control interest whatsoever in the Project, in the leases or in the rents, issues and profits therefrom.

(b) Except for collateral pledges to lenders, no interest in the Borrower and no membership interest in the General Partner may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise other than the transfer of partnership interests after the parties have paid all installments of the equity contribution required to be delivered to the Trustee pursuant to the Partnership Agreement.

(c) Notwithstanding anything contained in the subsections above and in each instance subject to the terms of the Tax Regulatory Agreement, each of the following transactions are hereby deemed to be expressly permitted hereunder:

(i) Issuance of partnership interests in the Borrower equal to 98.99% in the aggregate of the profits, losses, credits, distributions and other interests in the Borrower to the Investor Limited Partner and the Special Limited Partner on the Closing Date;

(ii) The transfer by the Investor Limited Partner of the partnership interests in the Borrower to any other entity;

(iii) The pledge and encumbrance of the interests of the Investor Limited Partner to or for the benefit of any financial institution which enables the Investor Limited Partner to make its capital contributions to the Borrower and any subsequent realization by any such lender upon the interests of the Investor Limited Partner in the Borrower;

(iv) Following the occurrence of an Event of Default or in accordance with subparagraph (k) of this Section, the removal of the General Partner by the Investor Limited Partner pursuant to the terms of the Partnership Agreement of the Borrower and the replacement of the General Partner with the Investor Limited Partner, Special Limited Partner or another entity which is controlled by or under common control with the Investor Limited Partner or an Affiliate thereof;

(v) Transfer of interests in the Investor Limited Partner;

(vi) Any transfers of interests in the General Partner so long as LR Development Company d/b/a Related Midwest LLC, continues to control the day-to-day operations of the General Partner;

(vii) The Borrower may amend the Partnership Agreement to effect the transfers and removals permitted under this paragraph (c);

(viii) The [Master Lease] entered into by the Borrower and [_____], a memorandum of which will be recorded against the property;

(ix) The exercise by the General Partner or an Affiliate of the General Partner, Bickerdike Redevelopment Corporation, or The Related Companies, L.P. of any right of first refusal or option to acquire the Property or the Investor Limited Partner's interest in the Borrower.

Except as otherwise provided, the Borrower shall provide written notice to the Issuer and the Trustee of any transfer or amendment pursuant to this paragraph (c) at least 15 days prior to such transfer.

The Borrower will not become a party to any merger or consolidation, or agree to effect any asset acquisition or stock acquisition.

(d) The Borrower will not convert the ownership of the Project into condominium or cooperative housing corporation form of ownership other than a limited equity cooperative that is a qualified cooperative housing corporation as defined in Section 143(k)(9) of the Code.

(e) The Borrower will not seek the dissolution or winding up, in whole or in part, of the Borrower or voluntarily file, or consent to the filing of, a petition for bankruptcy, reorganization, or assignment for the benefit of creditors or similar proceedings.

(f) The Borrower will not enter into any arrangement, directly or indirectly, whereby the Borrower shall sell or transfer any property owned by it in order then or thereafter to lease such property or lease other property that the Borrower intends to use for substantially the same purpose as the property being sold or transferred without the prior written consent of the Issuer in its sole and absolute discretion.

(g) The Borrower will not take any action that would adversely affect the excludability of interest on the Bonds from gross income, for purposes of federal income taxation nor omit or fail to take any action required to maintain the excludability of interest on the Bonds from gross income, for purposes of federal income taxation.

(h) This Loan Agreement may not be sold, transferred or otherwise disposed of by the Borrower without the prior written consent of the Issuer (which consent shall be within the reasonable discretion of the Issuer), subject to each of the following conditions:

(i) No such assignment will relieve the Borrower from primary liability for any of its obligations hereunder (unless the Issuer agrees in writing to release the Borrower) and in the event of any such assignment, the Borrower will continue to remain primarily liable for payment of its obligations hereunder and for performance and observance of the other covenants and agreements on its part herein provided.

(ii) No such assignment will, in the opinion of Bond Counsel (all such expenses related to such opinion shall be paid by the Borrower), impair the excludability of interest on the Bonds from gross income for purposes of federal income taxation.

(iii) The assignee will assume in writing the obligations of the Borrower hereunder to the extent of the interest assigned in a form acceptable to the Issuer (the "Assumption Agreement").

(iv) Prior to any such assignment, the Borrower will, furnish or cause to be furnished to the Issuer and the Trustee an executed original of the Assumption Agreement.

(i) The Borrower shall maintain its existence as a limited partnership, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that it may do so if the surviving, resulting or transferee entity is other than the Borrower, it assumes in writing all of the obligations of the Borrower under the Borrower Documents and Mortgage Loan Documents and it has a net worth equal to or greater than that of the Borrower immediately prior to such consolidation, merger, sale or transfer. The Borrower shall not permit one or more other entities to consolidate with or merge into it; or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein. No sale, assignment or transfer of title to the Project, except as may be otherwise required by the Mortgage Lender, shall be made unless (i) the Mortgage Lender consents to such assignment or transfer, (ii) the transferee or assignee, as the case may be, assumes all the duties of the Borrower under the Borrower Documents and Mortgage Loan Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder, except the Borrower's obligation to indemnify the Issuer and the Trustee and reimburse the Issuer and the Trustee for the fees and expenses of the Issuer and the Trustee, and (iii) no Event of Default as certified in writing to the Issuer and the Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Loan Agreement. The Issuer shall consent to any such assignment or transfer if (A) the Mortgage Lender notifies it in writing that the aforesaid condition (i) is satisfied, (B) the Issuer and the Trustee receive an opinion of Bond Counsel to the effect that such transfer or assignment would not adversely affect the federal tax status of the Bonds, and (C) the Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by an assignee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; provided, however, the Borrower shall not be released from its obligation to pay or reimburse the fees and expenses of the Issuer and the Trustee and to indemnify the Trustee and the Issuer for events occurring prior to such assignment without the express written consent of the Trustee and the Issuer, as applicable, which consent shall not be unreasonably withheld. Nothing contained in this Section shall be construed to supersede

any provisions regarding assignment and transfer of the Project contained in the Tax Regulatory Agreement and the Mortgage Loan Documents.

(j) Notwithstanding anything to the contrary contained herein or in any other Borrower Documents or the Mortgage Loan Documents, and subject to the consent of the Mortgage Lender if required by the Mortgage Loan Documents, the following shall be permitted and shall not require the prior written approval of the Issuer or the Trustee, but with notice thereof, (i) the removal of the General Partner of the Borrower in accordance with the Partnership Agreement and Mortgage Loan Documents and the replacement thereof with an entity controlled directly or indirectly by the Investor Limited Partner, the Special Limited Partner, an entity controlled directly or indirectly by or under common control with the Investor Limited Partner, or an Affiliate thereof, (ii) the transfer of ownership interests within the Investor Limited Partner, (iii) upon the expiration of the low income housing tax credit compliance period or credit period, the transfer of the interests of the Investor Limited Partner in the Borrower to the Borrower's General Partner or any of its Affiliates [or the transfer of the historic tax credit investor interest to the General Partner or any of its Affiliates], and (iv) any amendment to the Borrower Documents or Mortgage Loan Documents to memorialize the transfers or removal described above. The parties agree that this Section 6.01 shall control to the extent of any conflict in any Borrower Documents or Mortgage Loan Documents.

**Section 6.02. Indemnification by Borrower and General Partner**.

(a) The Borrower and the General Partner (the "Indemnitors"), jointly and severally, hereby agree to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties and the Trustee harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Bonds, the Loan, this Loan Agreement, the Project, the Borrower Documents, the Mortgage Loan Documents, the Indenture or any of the other Documents, or any document related to the issuance and sale and/or remarketing of the Bonds, including, but not limited to, the following:

(i) the issuance, offering, sale, delivery or remarketing of the Bonds or any of them;

(ii) the design, construction, installation, operation, use, occupancy, maintenance, repair, management or ownership of the Project;

(iii) the enforcement of (a) the provisions of this Loan Agreement, the other Borrower Documents and Mortgage Loan Documents and any other document executed by the Borrower in connection with issuance of the Bonds and the making of the Loan and (b) the obligations of the Borrower imposed hereby or thereby;

(iv) any statement, information, or certificate furnished by the Borrower to the Issuer which is misleading, untrue, incomplete, or incorrect in any material respect;

(v) any untruthful, misleading or inaccurate information supplied by the Borrower relating to the Project, the Borrower, the Project manager or to the terms of financing relating to the Project, including, but not limited to, any breach of any representation or warranty of the Borrower set forth in the Borrower Documents and Mortgage Loan Documents or any certificate delivered pursuant thereto, and any representation, or warranty of the Borrower, or any information provided by the Borrower that contains or contained any materially untrue or materially misleading statement of material fact or omits or omitted to state any material fact necessary to make the statements made therein not misleading in light of the circumstances under which they were made;

(vi) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the repair, management, ownership, operation, use, non-use, maintenance, construction, design, installation, condition or occupancy of the Project or any part thereof, including any and all acts or operations relating to any construction, operation, use, non-use, design, management, ownership, condition, occupancy, maintenance, installation or repair performed by the Borrower in connection with the Project;

(vii) violation, breach or alleged breach of any agreement, covenant, representation, warranty or condition of this Loan Agreement, any other of the Borrower Documents or the Note;

(viii) violation of any agreement, contract, or restriction relating to the Project;

(ix) violation of any law, ordinance, or regulation affecting the Project or any part thereof or the leasehold ownership, occupancy, or use thereof;

(x) any Determination of Taxability with respect to the Bonds, including, but not limited to, the fees and expenses of the Issuer or the Trustee and their counsel with respect to such Determination of Taxability in responding to any inquiry or audit by the Internal Revenue Service;

(xi) the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in on or from the Project of Hazardous Materials or the violation or alleged violation of any Hazardous Materials Law or official interpretation thereof in connection with the Project or the land on which it is located arising out of or as a result of events prior to the later of the full and final payment of the Bonds or the date of a transfer by the Borrower of all of its leasehold interests in the Project, or after the date that a receiver is appointed for the Project, as applicable;

(xii) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever related to the Project or the Bonds, commenced or threatened against the Project or an Indemnified Party;

(xiii) any action, suit, claim, demand or proceeding contesting or affecting the Borrower's leasehold title to the Project;

(xiv) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Project or an Indemnified Party that might adversely affect the validity or enforceability of the Bonds, the Borrower Documents and Mortgage Loan Documents, or the performance by the Borrower or by any Indemnified Party of their respective obligations under the Borrower Documents and Mortgage Loan Documents, the Indenture or any other document executed in connection therewith by the Borrower or any Indemnified Party;

(xv) information provided by the Borrower or required and failed to be furnished by the Borrower relating to the Borrower or the Project, including, without limitation, information provided by the Borrower for inclusion in the preliminary or final Official Statement or any other offering document used in connection with the sale of the Bonds, any information furnished, or required and failed to be furnished, by the Borrower in accordance with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (if applicable), any information furnished by the Borrower for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer, any other information or certification obtained from the Borrower to assure the excludability of the interest on the Bonds from gross income of the Holders thereof for federal income tax purposes, and the transactions contemplated by the Indenture, the Bonds, and the Borrower Documents and Mortgage Loan Documents and the carrying out by the Borrower of any of the transactions contemplated by the Bonds, the Indenture and the Borrower Documents and Mortgage Loan Documents; and

(xvi) arising out of or in connection with the Trustee's acceptance or administration of the trust or trusts hereunder and under the Indenture, including the costs and expenses of the Trustee's enforcement of the provisions of the Indenture and this Loan Agreement (including this Section) and defense of itself against any claim (whether asserted by the Issuer, the Borrower, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder.

All references to the Issuer Indemnified Parties and the Trustee in this Section 6.02 shall be deemed to include all their respective past, present, and future officers, directors, members, officials, employees, commissioners, attorneys, program participants, and agents and their permitted successors and assigns (also referred to herein as "Indemnified Parties").

The Indemnitors shall indemnify and save each Indemnified Party harmless from any such Liabilities (subject to subparts (c) and (d) below) and upon notice from such Indemnified Party, the Indemnitors shall defend them or any of them in any such action or proceeding as provided in this Section 6.02.

(b) The Indemnitors also agree to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to the Issuer pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of the Issuer relating to the issuance of the Bonds or pertaining to the financial condition of the Borrower which, if known to the Underwriter and the investors initially purchasing the Bonds from the Underwriter, might be considered a factor in such Person's decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Issuer with indemnification for the Issuer's omissions or misstatements contained in the Official Statement under the captions "THE ISSUER" or "ABSENCE OF LITIGATION – The Issuer", as it relates to the Issuer.

(c) This Section 6.02 is intended to provide indemnification by the Indemnitors to the Trustee, but such indemnification shall not be provided to the Trustee for Liabilities directly resulting from the gross negligence or willful misconduct of the Trustee.

(d) This Section 6.02 is intended to provide indemnification by the Indemnitors to each Issuer Indemnified Party for his, her or its active or passive negligence or misconduct; provided, however, that nothing in this Section 6.02 shall be deemed to provide indemnification to any Issuer Indemnified Party with respect to any Liabilities arising from the successful allegation of fraud or willful misconduct of such Issuer Indemnified Party, as determined by a final decision of a court of competent jurisdiction.

(e) Any Indemnified Party entitled to indemnification hereunder shall notify the Indemnitors of the existence of any claim, demand, or other matter to which the Indemnitors' indemnification obligation applies, and shall give the Indemnitors a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Indemnified Party; provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Indemnitors or if the Indemnitors shall, after receiving notice of the Indemnitors' indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Indemnitors. The Indemnitors shall be responsible for the counsel fees, costs, and expenses of the Indemnified Party in conducting its defense. Failure of an Indemnified Party to provide notification to the Indemnitors required under this Section shall not operate as a waiver of the Indemnitors' indemnification obligations in this Section unless such failure to notify deprives the Indemnitor of a defense that would lead to the dismissal of the matter with prejudice.

(f) The obligations of the Indemnitors under this Section are joint and several, and are in addition to and shall not be limited by the provisions of Section 8.03 hereof and shall survive the termination of this Loan Agreement.

**Section 6.03. Issuer To Grant Security Interest to Trustee**. The parties hereto agree that pursuant to the Indenture, the Issuer shall assign to the Trustee, in order to secure payment of the Bonds, all of the Issuer's right, title and interest in and to this Loan Agreement and the Note, except for Reserved Rights.

## ARTICLE VII

## DEFAULTS AND REMEDIES

**Section 7.01. Defaults Defined**. The following shall be "Defaults" under this Loan Agreement and the term "Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any amount required to be paid under subsection (a) or (b) of Section 4.02 hereof when due.

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed herein other than as referred to in Section 7.01(a) above for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, will have been given to the Borrower and the Investor Limited Partner by the Issuer or the Trustee; provided, with respect to any such failure covered by this subsection (b), no event of default will be deemed to have occurred so long as a course of action adequate to remedy such failure will have been commenced within such 60-day period and will thereafter be diligently prosecuted to completion and the failure will be remedied thereby.

(c) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for 90 days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Project, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due.

(d) The occurrence of an Event of Default under the Indenture (other than under Section 9.01(d) of the Indenture).

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of force majeure it is impossible for the Borrower in whole or in part, despite its best efforts, to carry out any of its agreements contained herein (other than its obligations contained in Article IV hereof), the Borrower shall not be deemed in Default during the continuance of such

inability. Such force majeure event does not affect any obligations of the Borrower other than the timing of performance of such obligations. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes or other industrial disturbances; acts of public enemies; epidemics; pandemics; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; terrorism; landslides; earthquakes; fires; storms; droughts; floods; explosions; and events not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement. The settlement of strikes and other industrial disturbances shall be entirely within the discretion of the Borrower and the Borrower shall not be required to settle strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

**Section 7.02. Remedies on Default**. Whenever any Default referred to in Section 7.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee fails to act), may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 9.01 of the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Note, the Tax Regulatory Agreement or any other Document in the event of default thereunder.

Any amounts collected pursuant to action taken under this Section (other than sums collected for the Issuer on account of the Reserved Rights, which sums shall be paid directly to the Expense Fund (for further remittance to the Issuer), to the Issuer, or the applicable Issuer Indemnified Party, as applicable) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Whenever any Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Issuer under this Article VII, upon notice as required to the Issuer. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture. If the Trustee is not enforcing the Issuer's rights in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer, then the Issuer may, without the consent of the Trustee, take whatever action at law or in equity may appear necessary or appropriate to enforce the Reserved Rights and to collect all sums then due and thereafter to become due to the Issuer under this Loan Agreement.

**Section 7.03. No Remedy Exclusive**. Subject to Section 9.01 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, the Tax Regulatory Agreement or the Note, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights, shall be entitled to the benefit of all covenants and agreements herein contained.

**Section 7.04. Agreement To Pay Attorneys' Fees and Expenses**. In the event the Borrower should cause a Default or an Event of Default to occur under any of the provisions of this Loan Agreement or under the Note, and the Issuer and/or the Trustee should employ attorneys or incur other fees and expenses for the collection of payments required hereunder or under the Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Note, the Borrower and the General Partner agree that they will on demand therefor pay to the Issuer and the Trustee, as the case may be, the fees and expenses of such attorneys and such other fees and expenses so incurred by the Issuer and/or the Trustee. This Section 7.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Agreement or the termination of this Loan Agreement for any reason.

**Section 7.05. No Additional Waiver Implied by One Waiver**. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 7.06. Right To Cure**. Notwithstanding anything herein to the contrary, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform and, as a result a Default or Event of Default occurs or may occur, the Investor Limited Partner shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such Default or Event of Default, provided such Default or Event of Default is cured within any applicable cure period or grace period provided herein to the Borrower.

## ARTICLE VIII

## MISCELLANEOUS

**Section 8.01. Term of Agreement; Survival**. Subject to the immediately following paragraph in this Section and Sections 2.12(a) and 11.07 of the Indenture, this Loan Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided that all representations and certificates of the

Borrower and the General Partner as to matters affecting the tax-exempt status of the Bonds, and the provisions of Sections 3.08, 6.02 and 7.04 hereof shall survive termination of this Loan Agreement.

Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of the Note and this Loan Agreement, all provisions in this Loan Agreement concerning (1) the tax-exempt status of the Bonds (including, but not limited to, provisions concerning rebate), (2) the interpretation of this Loan Agreement, (3) the governing law, (4) the forum for resolving disputes, (5) the Issuer's right to rely on facts or certificates, (6) the indemnity of the Issuer Indemnified Parties and the Trustee from liability (pecuniary or otherwise) and their rights to receive payment and or reimbursement with respect thereto, and (7) the lack of pecuniary liability of the Issuer, and the State shall survive and remain in full force and effect.

**Section 8.02. Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed each party's Notice Address. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Trustee. The Issuer, the Borrower, the Investor Limited Partner and the Trustee may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

With regard to copies of all notices which are sent to the Borrower under the terms of the Loan Documents, the Issuer and the Trustee shall send a courtesy copy to the Investor Limited Partner at the Notice Addresses set forth in the Indenture; provided, however, that any failure to give a duplicate copy of any such communication shall not invalidate any Notice given hereunder.

**Section 8.03. Nonrecourse Liability of Borrower.** From and after the date of this Loan Agreement, (a) the liability of the Borrower and its members or partners, including the General Partner and its respective members, under this Loan Agreement shall be limited to the Project Fund and the Collateral Fund, and the Issuer and the Trustee shall look exclusively thereto or to such other security as may from time to time be given or have been given for payment of the Bonds, and any judgment rendered against the Borrower or its members or partners, including the General Partner, under this Loan Agreement shall be limited to amounts held under the Project Fund and the Collateral Fund; and (b) no deficiency or other personal judgment shall be sought or rendered against the Borrower or the General Partner or their respective partners, members, officers, successors, transferees or assigns, in any action or proceeding arising out of this Loan Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding; provided, however, that nothing herein shall limit the Issuer's or the Trustee's ability to exercise any right or remedy with respect to any property pledged or granted to the Issuer or any trustee under this Loan Agreement, or both, or to exercise any right against the Borrower or the General Partner, on account of any claim for fraud and deceit, and against any other person or entity on account of any claim for fraud and deceit. Notwithstanding anything herein to the contrary, nothing in this Section shall limit the rights of indemnification against the Borrower and the General Partner pursuant to Sections 6.02 and 7.04 hereof, each of which shall be recourse obligations of the Borrower and General Partner, but, in the absence of willful misconduct, not recourse to any of their respective partners (other than the General Partner), members, directors, officers, employees, affiliates or

agents. Furthermore, notwithstanding anything to the contrary, the Borrower and the General Partner shall be fully liable for: (i) amounts payable to the Issuer constituting Reserved Rights, (ii) any amount due and owing as a result of any calculation or determination which may be required in connection with the Bonds for the purpose of complying with Section 148 of the Code (including rebate liability) or any applicable Treasury regulation, and (C) the indemnification and the payment obligations to the Issuer under Sections 6.02 and 7.04.

The limit on the Borrower's and the General Partner's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, to (x) constitute a release, in whole or in part, of the indebtedness evidenced by this Loan Agreement; or (y) constitute a release, in whole or in part, or an impairment of the security interest; or (z), in case of any default or enforcement of any other right of the Issuer under this Loan Agreement, alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Loan Agreement.

Notwithstanding anything contained in this Loan Agreement to the contrary, neither the Issuer nor the Trustee may assert any claim arising hereunder against the Borrower's interest in the Project, any reserve or deposit made with the Mortgage Lender, or in the rents or other income of the Project for the payment of any charge due hereunder.

The provisions of this Section shall survive the termination of this Loan Agreement.

**Section 8.04. Limited Liability of Issuer**.

(a) Anything in this Loan Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(b) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Loan Agreement, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any Issuer Indemnified Party, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any Issuer Indemnified Party, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with the Borrower or the Trustee to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Issuer Indemnified Party (to the extent any such liability exists) is, by the execution of the Bonds, this Loan Agreement, and the other Issuer Documents, and as a condition of, and as part of the consideration for, the execution of the

Bonds, this Loan Agreement, and the other Issuer Documents, expressly waived and released.

(c) No agreements or provisions contained herein, nor any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, remarketing, and/or delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except as may be payable from the Trust Estate as provided in the Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Loan Agreement, or the Indenture, or in any document executed by the Issuer in connection with the Project (other than the Ground Lease) or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent that the same can be paid or recovered from the Trust Estate. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the Trust Estate. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against its general credit. In making the agreements, provisions, and covenants set forth in this Loan Agreement, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in the Indenture for the payment of the Bonds.

(d) The Borrower recognizes that, because the components of the Project if and when acquired have been and are to be designated and selected by it, THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROJECT, IF AND WHEN ACQUIRED, OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT, ANY ADDITIONAL PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUDABILITY AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT, ANY ADDITIONAL PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

**Section 8.05. Binding Effect; Third-Party Beneficiaries**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders of Bonds and their respective successors and assigns. Each of the Issuer Indemnified Parties, other than the Issuer, is an intended third-party beneficiary of this Loan Agreement. Nothing in this Loan Agreement shall confer any right upon any person other than parties hereto, and those specifically designated as third-party beneficiaries of this Loan Agreement.

**Section 8.06. Severability**. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.07. Amounts Remaining in Funds**. Subject to the provisions of Section 4.05 of the Indenture, it is agreed by the parties hereto that any amounts remaining in any account of the Bond Fund, the Project Fund, the Collateral Fund or any other fund (other than the Rebate Fund) created under the Indenture upon expiration or earlier termination of this Loan Agreement, as provided in this Loan Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee and the Issuer in accordance with the Indenture, shall belong to and be paid to the Borrower by the Trustee so long as those remaining amounts do not constitute Bond Proceeds.

**Section 8.08. Amendments, Changes and Modifications**. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated except by a written instrument executed by the parties hereto and with the written consent of the Trustee, and otherwise in accordance with the provisions of the Indenture, particularly Article XI of the Indenture.

**Section 8.09. Execution in Counterparts**. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.10. Applicable Law**. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Issuer.

**Section 8.11. Captions**. The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

**Section 8.12. Mortgage Loan Documents Independent**. Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Loan Agreement, the Indenture or the other Borrower Documents will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

To the extent not otherwise set forth above in this Section 8.12, the provisions of Section 12.08 of the Indenture are incorporated herein by reference to the same extent as if set forth herein in full.

**Section 8.13. Use of Proceeds of the Bonds.** Notwithstanding anything contained in any of the documents executed in connection with the issuance of Bonds to the contrary, all of the proceeds of the Bonds shall, for federal income tax purposes, be (a) allocated on a pro rata basis to each building in the Project and the land on which such building is located and (b) used exclusively to pay costs of the acquisition or construction of the Project which are includible in the aggregate basis of any building and the land on which the building is located ("Eligible Costs") in a manner such that the greatest number of buildings satisfy the requirements of Section 42(h)(4)(B) of the Code. No proceeds of the Bonds will be deemed or considered to have been used to pay any of the Costs of Issuance of Bonds, or to fund any reserve accounts other than a Project Fund Account to be used to pay Eligible Costs.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective official names by their duly authorized officers, all as of the date first above written.

**CITY OF CHICAGO,** as Issuer

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

**LATHROP PRESERVATION PHASE IC, LP**, an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop, LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

(Sub)Exhibits "A", "B" and "C" referred to int this Loan Agreement read as follows:

*(Sub)Exhibit "A".*
(To Loan Agreement)

*Form Of Promissory Note.*

$[PAR] _____ __, 2026

FOR VALUE RECEIVED, **LATHROP PRESERVATION PHASE IC, LP, an Illinois limited partnership** (the "Borrower"), promises to pay to the **CITY OF CHICAGO** (together with its successors and assigns, the "Issuer"), a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State"), or its order, the principal sum of _____DOLLARS ($[PAR]) (the "Loan") or so much of that sum as may be advanced by the Issuer under the Loan Agreement of even date herewith executed between the Borrower and the Issuer (the "Loan Agreement") with interest payable as set forth below.

The Borrower promises to pay to the below-defined Trustee on account of the Issuer the principal sum of this Note, together with interest at the rate of ____% per annum (the "Initial Interest Rate"), and all assessments, taxes and premiums as follows:

One business day preceding each _____ 1 and _____ 1 of each year, beginning on the business day preceding _____ 1, 202_, to and including the business day preceding _____ 1, 202_ (the "Initial Mandatory Tender Date"), the Borrower shall pay to the Trustee on account of the Issuer interest on the outstanding principal balance of the Loan at the Initial Interest Rate and thereafter the Remarketing Rate (as defined in the Indenture).

(a) The entire principal balance of the Note, plus any accrued but unpaid interest to and including July 1, 2060 (the "Maturity Date"), shall be due and payable one business day preceding the Maturity Date, unless previously called for redemption.

(b) Payments made by Zions Bancorporation, National Association (the "Trustee"), as trustee for the Issuer's Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds") to the holders of the Bonds, from funds available under the Trust Indenture for the Bonds dated as of _____ 1, 2026 (the "Indenture") between the Issuer and the Trustee, will be credited against the Borrower's obligation to pay interest and principal under this Note. The Borrower shall be obligated to pay any deficiency between amounts due under this Note and amounts paid to bondholders by the Trustee pursuant to the Indenture.

(c) If any installment of interest, principal, or any other payment due under this Note is not paid within 10 days from the date that the installment or payment is due (other than any payment due at maturity, whether by acceleration or otherwise), the Borrower promises to pay to the Issuer a "late charge" equal to 5% of the aggregate monthly payment required by this Note.

(d) This Note is secured by (i) funds deposited into the Bond Fund, the Project Fund, and the Collateral Fund created pursuant to Section 4.01 of the Indenture, and (ii) the Trust Estate (as defined in the Indenture).

(e) Upon an Event of Default, as defined in the Indenture, the unpaid principal, together with all accrued interest thereon, and all other sums due and payable shall, at the option of the holder of this Note, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise this option in the event of any subsequent Event of Default.

(f) As to this Note and any other documents or instruments evidencing or securing the Loan (the "Loan Documents"), the Borrower and all guarantors, if any, severally waive all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, and also severally waive valuation and appraisement, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and expressly agree that the maturity of this Note, or any payment under this Note, may be extended from time to time without in any way affecting the liability of the Borrower and all guarantors.

(g) All payments due under this Note shall be made during regular business hours at the Designated Office (as defined in the Indenture) of the Trustee or at any other place that the Issuer or the Trustee may designate in writing, and shall be made in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public or private debts.

(h) The Borrower represents and warrants that it is a limited partnership duly organized, validly existing and in good standing under the laws of the State and further represents and warrants that the Loan evidenced by this Note was made and transacted solely for the purpose of carrying on or acquiring a business or commercial enterprise under the laws of the State.

(i) Neither the Borrower, nor any partner, officer or director of the Borrower, shall have any personal liability for principal or interest payments or any other payments due under this Note, except as provided in Section 8.03 of the Loan Agreement.

(j) The Borrower hereby acknowledges that, pursuant to the Indenture, the Issuer is assigning to the Trustee all of the Issuer's right, title, and interest in and to this Note and the Loan Agreement, exclusive of the Reserved Rights, to be held under the Indenture as part of the Trust Estate. Such assignment is being made as security for the payment of the Bonds of the Issuer. All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as part of this Note.

It is agreed that, except as provided in Section 8.03 of the Loan Agreement, (i) the execution of this Note shall impose no personal liability on the Borrower or any partner thereof for payment of the indebtedness evidenced hereby and in the Event of a Default, (ii) the holder of this Note shall look solely to the Bond Fund, Project Fund, and Collateral Fund created pursuant to Section 4.01 of the Indenture, and (iii) the Trust Estate (as defined in the Indenture) in

satisfaction of the indebtedness evidenced hereby and will not seek or obtain any deficiency or personal judgment against the Borrower except such judgment or decree as may be necessary to foreclose and bar its interest in the property and all other property mortgaged, pledged, conveyed or assigned to secure payment of this Note.

Enforcement of the covenants in this Note will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Borrower, the Project, the Mortgage Loan proceeds, any reserves or deposits required by the Mortgage Lender in connection with the Mortgage Loan transaction, or the rents or deposits or other income of the Project.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered on its behalf on the date first written above.

**LATHROP PRESERVATION PHASE IC, LP**, an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop, LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

**ENDORSEMENT**

Pay to the order of Zions Bancorporation, National Association, without recourse, as Trustee under the Indenture referred to in the within mentioned Note, as security for the Bonds issued under the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

This ____ day of _____, 2026.

**CITY OF CHICAGO**, as Issuer

By:_____
Name: _____
Title: _____

*(Sub)Exhibit "B".*
(To Loan Agreement)

*Construction Draw Schedule.*

| Draw No. | Estimated Completion Date | Amount | Percentage |
|---|---|---|---|
| **Final** | | | |
| | **Total:** | $_____ | 100.00% |

*(Sub)Exhibit "C".*
(To Loan Agreement)

*Form Of Completion Certificate.*

To: Zions Bancorporation, National Association, as trustee (the "Trustee")
and
City of Chicago (the "Issuer")

From: Authorized Borrower Representative

Subject: $[PAR] City of Chicago Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026

The undersigned hereby certifies in connection with "Lathrop Phase IC" (the "Project") financed with the proceeds of the above-described Bonds issued by the Issuer, the proceeds of which have been loaned to Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Borrower") pursuant to the Loan Agreement by and between the Borrower and the Issuer dated as of _____ 1, 2026 (the "Bond Loan Agreement"). Capitalized terms used herein have the meaning ascribed to them in the Trust Indenture dated as of _____ 1, 2026, between the Issuer and the Trustee.

1. The construction of the Project was substantially completed as of _____ (the "Completion Date").

2. The construction of the Project has been completed in such manner as to conform in all material respects to all applicable zoning, planning, building, environmental, food handling and other similar governmental regulations.

3. All Costs of the Project have been paid in full except for those not yet due and payable or being contested, which are described below and for which money for payment thereof is being retained:

(a) Costs of the Project not yet due and payable:

| Description | Amount |
|---|---|

(b) Payments being contested:

| Description | Amount |
|---|---|

[Remainder of page intentionally left blank]

This certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

**LATHROP PRESERVATION PHASE IC, LP**, an Illinois limited partnership

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop, LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

*Exhibit "D".*
(To Ordinance)

# TAX REGULATORY AGREEMENT

THIS TAX REGULATORY AGREEMENT (this "Agreement") is made as of _____ 1, 2026, and effective as of the Effective Date by and among Lathrop Preservation Phase IC, LP, an Illinois limited partnership, its successors and assigns (the "Owner"), City of Chicago (the "Issuer"), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State") and Zions Bancorporation, National Association (the "Trustee"), for the Issuer's Multifamily Housing Revenue Bonds (Lathrop IC) Series 2026 (the "Bonds"), and, upon satisfaction of certain conditions to funding, the exchange of the Bonds for the Issuer's Multifamily Housing Note (Lathrop IC) (the "Governmental Lender Note" and, together with the Bonds, the "Obligations").

## RECITALS

WHEREAS, the Owner will be the record owner and operator of the buildings (and improvements, furnishings, equipment and related property to be installed therein) and the leasehold owner of the land on which such buildings are located on land located in the City of Chicago, Cook County, Illinois, located generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne and 2731-2759 North Leavitt, and as described in Exhibit A (the buildings to be constructed and/or rehabilitated thereon referred to hereinafter as the "Leasehold Estate"); and

WHEREAS, the Owner is intended to be and shall be treated by the parties as the owner of the Leasehold Estate for federal tax purposes; and

WHEREAS, the Owner intends to operate the Leasehold Estate as a multifamily residential rental housing project which comprises the third phase of the Lathrop Redevelopment Project that will include the renovation of seven (7) existing residential buildings that will result in 250 residential rental units and the demolition of three (3) existing buildings to make room for the construction of one (1) new construction residential building that will generate 59 additional residential rental units for persons of low-and moderate-income and for persons with incomes at or below 80% of area median income and for persons without any income restrictions in the City of Chicago and the renovation of an existing power house into a commercial space (the "Project"); and

WHEREAS, the rehabilitation, construction and equipping of the Leasehold Estate will be financed in part initially by a loan to the Owner (the "Loan") made pursuant to a Loan Agreement, dated as of _____ 1, 2026 (the "Loan Agreement"), between the Issuer and the Owner; and

WHEREAS, the Loan will be funded initially from proceeds of the issuance and delivery of the Bonds pursuant to the terms of a Trust Indenture dated as of _____ 1, 2026 (the "Indenture") between the Issuer and the Trustee; and

WHEREAS, in connection with the issuance of the Bonds, Citibank, N.A. (the "Funding Lender") entered into a Forward Commitment Agreement with the Borrower dated _____ __, 2026 (the "Forward Commitment Agreement"), whereby the Funding Lender committed, subject to the satisfaction of the Conditions to Funding set forth in the Forward Commitment Agreement, to making a funding loan (the "Funding Loan") to the Issuer pursuant to the provisions of a Funding Loan Agreement (the "Funding Loan Agreement") to be entered into between the Funding Lender and the Issuer and purchasing the Governmental Lender Note; and

WHEREAS, the Funding Loan will be repaid by the Owner pursuant to the terms of a Borrower Loan Agreement (the "Borrower Loan Agreement") between the Issuer and the Borrower; and

WHEREAS, at the time the Funding Loan is made and the Governmental Lender Note is issued, the Bonds will be tendered and exchanged for the Governmental Lender Note and the Funding Lender will be the sole holder of the Governmental Lender Note;

WHEREAS, interest on the Obligations is and will remain excludable from gross income for federal income tax purposes, provided, among other things, that the Project is treated as a "qualified residential rental project" under, and continuously complies with the requirements of, Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable Treasury Regulations ("Regulations" or "Treas. Reg."); and

WHEREAS, the Project's compliance with the requirements of Section 142(d) of the Code and the applicable Regulations and the Obligations' treatment as "exempt facility bonds" under Section 142(a)(7) of the Code is in large part within the control of the Owner; and

WHEREAS, the Issuer and the Owner have agreed to comply with the requirements set forth in the Certificate of the Issuer re Arbitrage and the Tax Representation Certificate, each dated the Effective Date (collectively, the "Tax Certificates"); and

WHEREAS, the Issuer is unwilling to issue the Obligations unless the Owner shall, by agreeing to this Agreement, consent to be regulated by the Issuer to preserve the exclusion of interest on the Obligations from the gross income of their owners under Section 103(a) of the Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the Issuer, the Owner and the Trustee agree as follows:

**Section 1. Definitions.** In addition to words and terms defined elsewhere in this Agreement, the following words and terms used in this Agreement shall have the following meanings, unless some other meaning is plainly intended, and any terms not defined in this Agreement shall have the same meaning as such terms are defined in the Indenture, the Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement, the Tax Certificates or in Section 142(d) of the Code and the applicable Regulations:

"Area Median Gross Income" means the median income in the geographic area (as determined for purposes of Section 142(d) of the Code) in which the Residential Rental Property is located, as determined annually by the Secretary of the Treasury in a manner consistent with determinations of lower income families and area median gross income under Section 8 (or, if such program under Section 8 is terminated, under such program in effect immediately before such termination). Any determination of Area Median Gross Income shall be made in accordance with and subject to the requirements of Sections 142(d)(2)(B) and 142(d)(2)(E) of the Code.

"Assumption Agreement" means an agreement or undertaking by any transferee, pursuant to a Transfer, to assume the obligations and duties of the Owner described in this Agreement and the Tax Certificates.

"Available Units" means Residential Rental Units that are actually occupied or that are unoccupied and have been leased at least once after first becoming available for occupancy, provided that (a) in the case of an acquisition of an existing facility for the purpose of establishing or continuing a qualified residential rental project under Section 142(d) of the Code, a Residential Rental Unit that is unoccupied on the later of (i) the date such facility is acquired or (ii) the issue date of the first issue of Qualified 142(d) Bonds financing the acquisition of such facility is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such date, and (b) a Residential Rental Unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such renovations are completed.

"Bond Counsel" means Ice Miller LLP, or any other nationally recognized bond counsel experienced in municipal finance and, particularly, in the issuance of debt the interest on which is excludible from gross income for federal income tax purposes.

"Business Day" means a day, other than a Saturday or a Sunday, on which (a) banking institutions in the City of New York or in the city in which the Designated Office of the Trustee is located is authorized or obligated by law or executive order to be closed, or (b) The New York Stock Exchange is closed.

"Certification of Income" means a certification, including all necessary information and documentation, to substantiate the amount of income of all residents of a Residential Rental Unit, given by a prospective or current Qualified Tenant.

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

"Ground Lease" means the ground lease entered into between the Chicago Housing Authority and the CHA Community Support Corporation and assigned by the CHA Community Support Corporation to the Owner.

"Issuer Representative" means the appropriate authorized representative of the Issuer or such representative's designee (designated in writing) as set forth in the Indenture and the Funding Loan Agreement.

"Investor Limited Partner" means Bank of America, N.A., a national banking association, and its permitted successors and assigns.

"Low and Moderate Income" means income that does not exceed 60% of the Area Median Gross Income, with appropriate adjustments to income level made for family size, as determined in a manner consistent with the determinations of lower income families and area median gross income under Section 8 (or, if such program under Section 8 is terminated, under such program in effect immediately before such termination), all as made in accordance with and subject to the requirements of Section 142(d)(2)(B) of the Code. For these purposes, income shall be treated as not exceeding 60% of the Area Median Gross Income, with appropriate adjustments to income level made for family size, if the relevant individual's or family's adjusted income (computed in the manner described in Treas. Reg. § 1.167(k)-3(b)(3) prior to its removal by T.D. 8474, 1993-1 C.B. 242) does not exceed 60% of the applicable Area Median Gross Income.

"Master Lease" means that certain [Master Lease Agreement] between Owner and [_____], as Master Tenant.

"Occupancy Standards" means the requirement that at least 40% of the Available Units must be actually occupied by (or treated as occupied by, as provided herein) Qualified Tenants. An Available Unit shall be treated as "occupied" by a Qualified Tenant during the applicable tenancy for purposes of the Occupancy Standards if the tenant of such Unit was a Qualified Tenant at the commencement of his or her actual occupancy of the Available Unit, even though such tenant ceases to be a Qualified Tenant because he or she ceases to have Low and Moderate Income, provided that the second sentence of paragraph (p) of Section 7 below does not apply to such tenant. Moreover, if an Available Unit vacated by a Qualified Tenant was actually occupied by a Qualified Tenant at the commencement of such Qualified Tenant's occupancy of such Unit, such Available Unit shall be treated as occupied by a Qualified Tenant until reoccupied, excluding any reoccupation for a temporary period of not more than thirty-one (31) days. The character of any Available Unit described in the immediately preceding sentence shall be redetermined upon expiration of the thirty-one (31)-day period. In calculating the foregoing 40% requirement, if the resulting number of Available Units contains a fraction, it shall be rounded up to the next highest whole number.

"Purpose Investment" means an investment acquired to carry out the governmental purpose of the Bonds, as described in Treas. Reg. § 1.148-1(b).

"Qualified 142(d) Bonds" means obligations that satisfy the requirements of Sections 103 and 142(d) of the Code.

"Qualified Project Period" means the period commencing on the later of the first day on which at least 10% of the Residential Rental Units in the Residential Rental Property are occupied or the issue date of the Qualified 142(d) Bonds issued to finance such facility and ending on the latest of the following: (A) the date that is fifteen years after the date on which at least 50% of the Residential Rental Units in the facility are first occupied; (B) the first day on which no tax-exempt private activity bond (as defined in Section 141(a) of the Code) issued with respect to the facility

is outstanding; or (C) the date on which any assistance provided with respect to the facility under Section 8 terminates.

"Qualified Tenant" means any individual or family with Low and Moderate Income. However, if all the occupants of a Residential Rental Unit are Students, such individuals may not be treated as Qualified Tenants. Subject to the preceding two sentences, "Qualified Tenant" may include any individual who is (i) a student and receiving assistance under Title IV of the Social Security Act, (ii) a student who was previously under the care and placement responsibility of the Illinois agency responsible for administering a plan under part B or part E of Title IV of the Social Security Act or (iii) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, state or local laws.

"RAD Use Agreement" means the RAD Use Agreement made for the benefit of and agreed to by the United States Department of Housing and Urban Development, the Borrower and the CHA.

"Related Person" means an individual or entity who, concerning the referenced party, is described in Section 147(a)(2) of the Code.

"Residential Rental Property" means the Leasehold Estate or any other building or structure containing one or more similarly constructed Residential Rental Units used for the Project, including facilities functionally related and subordinate thereto, as provided in Treas. Reg. § 1.103-8(b).

"Residential Rental Unit" means a housing unit containing separate and complete living, sleeping, eating, cooking and sanitation facilities for a single person or a family. Such housing unit shall contain a kitchen that includes a stove, cooking range, full-size refrigerator and sink. A housing unit, however, shall not fail to be treated as a "Residential Rental Unit" merely because it is a single-room occupancy unit (within the meaning of Section 42 of the Code).

"Section 8" means Section 8 of the United States Housing Act of 1937, as amended.

"Student" means any full-time student (within the meaning of Section 42(i)(3)(D) of the Code) unless he or she is described in Section 42(i)(3)(D)(ii) of the Code.

"Transfer" means any conveyance, transfer, whether by sale, exchange, gift or assignment or other disposition of a facility. For the purposes of this Agreement, Transfer shall not include the Ground Lease or the Master Lease, a memorandum of which is recorded against the Property.

**Section 2. Number and Gender.** Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

**Section 3. Headings.** The titles and headings of the sections of this Agreement 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 and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

**Section 4. Construction.** It is intended that this Agreement set forth the terms, conditions, limitations and restrictions applicable to the Project and that the Project be a "qualified residential rental project" under Sections 142(a)(7) and 142(d) of the Code. All provisions herein shall be construed in accordance with such intent.

**Section 5. Benefit.** The Issuer, the Owner and the Trustee each acknowledges that a primary purpose for requiring compliance by the Owner with this Agreement is to preserve the excludability from gross income for federal income tax purposes of interest on the Obligations, and that the Trustee and the holders of the Obligations shall be entitled, for any breach of the provisions hereof, to all remedies, both at law and in equity, in the event of any default hereunder.

**Section 6. Covenant with Respect to Tax Status of the Obligations.** The Issuer and the Owner each covenants that it will not knowingly take, or permit to be taken, any action that would adversely affect the excludability from gross income for federal income tax purposes of interest on the Obligations, and the Trustee covenants that it will not invest or use any of the proceeds of the Obligations, except as otherwise directed by the Issuer or the Owner in writing.

**Section 7. Qualified Residential Rental Project Requirements.** The Owner represents, warrants and covenants that the Project shall, throughout the Qualified Project Period, unless this Agreement is earlier terminated pursuant to Section 17 of this Agreement, satisfy the following terms and conditions, limitations and restrictions:

(a) *Satisfaction of Applicable Legal Requirements*. The Project is being acquired, rehabilitated, constructed and developed for the purpose of providing multifamily Residential Rental Units, and the Project shall be owned, managed and operated as multifamily Residential Rental Units, all in accordance with the qualified residential rental project requirements of Section 142(d) of the Code and the applicable residential rental project provisions of Treas. Reg. § 1.103-8(b) and the administrative guidance issued thereunder;

(b) *Similarly Constructed Residential Rental Units*. All of the Residential Rental Units in the Project shall be similarly constructed;

(c) *Transient Use*. During the term of this Agreement, (i) none of the Residential Rental Units in the Project shall at any time be utilized on a transient basis, (ii) none of the Residential Rental Units in the Project shall ever be leased or rented for a period of less than thirty (30) days, and (iii) neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority

house, rooming house, hospital, sanitarium, nursing home, rest home, trailer court or park or for any other use on a transient basis;

(d) *General Public Availability.* During the term of this Agreement, (i) the Residential Rental Units in the Project shall be leased and rented or made available for rental on a continuous basis to members of the general public except as otherwise permitted by federal, state or local law, and (ii) the Owner shall not give preference in renting Residential Rental Units in the Project to any particular class or group of persons, other than Qualified Tenants as provided herein; provided, however, that Residential Rental Units in the Project may be occupied by maintenance, security or managerial employees of the Owner or its property manager who are reasonably required to maintain residences in the Project, but only to the extent such occupation does not cause the Project to cease to be a qualified residential rental project under Section 142(d) of the Code;

(e) *Use of Related Facilities by Tenants.* Any functionally related and subordinate facilities (e.g., parking areas, laundry facilities, tenant offices, physical therapy rooms, dining rooms, meeting rooms, common areas, swimming pools, tennis courts, etc.) (the "Related Facilities") for the Project will be made available to all tenants of the Project on an equal basis. Fees charged to residential tenants for use of the Related Facilities will be commensurate with fees charged for similar facilities at similar residential rental properties in the surrounding area and, in no event will any such fees charged to tenants of the Project be discriminatory or exclusionary as to the Low and Moderate Income tenants of the Project. No Related Facilities will be made available to persons other than tenants or their guests. Parking, if available, will be made available to all tenants on a first come, first served basis;

(f) *Compliance with Set-Aside Election.* In accordance with, as applicable, the Loan Agreement, the Borrower Loan Agreement and the Tax Certificates, the Owner covenants that during the Qualified Project Period, 40% of the Residential Rental Units in the Project will be occupied or available for occupancy by individuals earning 60% or less of the area median gross income in accordance with Section 142(d)(1)(A) of the Code.

(g) *No Cooperative Housing Corporation Ownership.* During the term of this Agreement, no part of the Project will at any time be owned or used by a cooperative housing corporation;

(h) *Ownership, Structure and Financing.* The Project will consist of one or more buildings or structures, all of which will be (i) owned by the same person for federal tax purposes, (ii) located on a single tract of land, consisting of any parcel of land or two or more parcels of land that are contiguous except for being separated only by a road, street, stream or similar property (parcels are contiguous if their

boundaries meet at one or more points) and (iii) financed with proceeds of the Obligations or otherwise pursuant to a common plan of financing. Each such building or structure is a discrete edifice or other man-made construction consisting of an independent foundation, outer walls and roof and containing five or more similarly constructed units;

(i) *Condominium Ownership*. During the term of this Agreement, the Owner will not convert the Project to condominium ownership;

(j) *Owner Rentals*. During the term of this Agreement, no Residential Rental Unit in the Project shall be occupied by the Owner (or a Related Person) at any time unless the Owner (or a Related Person) resides in a Residential Rental Unit in a building or structure that contains at least five Residential Rental Units and unless the resident of such Residential Rental Unit is a resident manager or other necessary employee (e.g., maintenance and security personnel);

(k) *Certificate of Project Commencement*. The Qualified Project Period with respect to the Obligations and the Project begins on the date on which 10 percent of the Residential Rental Units in the Project are occupied;

(l) *No Discrimination*. During the term of this Agreement, the Owner shall not discriminate on the basis of age, race, color, creed, national origin, religion, sex or marital status in the lease, use or occupancy of the Project except as otherwise permitted by federal, state or local law or in connection with the employment or application for employment of persons for the operation and management of the Project; and the Owner specifically agrees that the Owner will not refuse to lease residential rental units or deny occupancy in appropriately sized units to persons whose family includes minor dependents who will occupy such units, unless such refusal is based upon factors not related to the presence of such minors in the family;

(m) *Payment of Expenses*. During the term of this Agreement, the Owner shall make timely payment of the fees and expenses, if any, of the Trustee in accordance with the provisions of this Agreement and, as applicable, the Loan Agreement and the Borrower Loan Agreement, including any expenses incurred by the Trustee in performance of its duties and obligations under this Agreement;

(n) *Certification of Income*. As a condition of occupancy, each Qualified Tenant shall be required to sign and deliver to the Owner a Certification of Income, in a form designed to establish compliance with the applicable provisions of the Code and the Treasury Regulations, or as otherwise required by the Internal Revenue Service. Such Qualified Tenant shall also be required to provide whatever other information, documents or certifications are deemed necessary by the Owner or the Issuer to substantiate the Certification of Income. All Certifications of Income with respect

to each Qualified Tenant who resides in a Residential Rental Unit in the Project on or after the Effective Date shall be maintained on file at the main business office of the Project and shall be available for inspection by the Issuer and the Trustee with reasonable notice and at reasonable times, as required in the Tax Certificates;

(o) *Annual Determinations.* The determination of whether a resident of the Project is a Qualified Tenant shall be made at least annually on the basis of the current income of all the residents of the Residential Rental Unit. Each lease to a Qualified Tenant entered into after the date hereof shall require the tenant to sign the Certification of Income annually, attesting to the combined income of all the occupants of each Residential Rental Unit and at any other time as the Owner may reasonably request;

(p) *Subsequent Changes to Income.* If a tenant is a Qualified Tenant upon commencement of occupancy of a Residential Rental Unit, the income of such tenant shall be treated as Low or Moderate Income thereafter. The preceding sentence shall cease to apply to any tenant whose income as of the most recent annual determination under paragraph (o) of this Section exceeds 140% of Low and Moderate Income if, after such determination, but before the next annual determination, any Residential Rental Unit of comparable or smaller size in (i) the same building (within the meaning of Section 42 of the Code), provided that the Project is eligible for low-income housing tax credits under Section 42 of the Code or (ii) the Project, if the Project is not eligible for low-income housing tax credits under Section 42 of the Code, is occupied by a new tenant who does not qualify as a Qualified Tenant;

(q) *Form of Lease.* Any lease used in renting any Residential Rental Unit to a Qualified Tenant shall provide for termination of the lease and consent by such tenant to immediate eviction, subject to applicable provisions of Illinois law, for failure to qualify as a Qualified Tenant as a result of any material misrepresentation made by such tenant with respect to any Certification of Income. Each Qualified Tenant occupying a Residential Rental Unit shall be required to execute a written lease that shall be effective for a term of not less than six (6) months;

(r) *Owner's Certification.* On the first day of each month after any Residential Unit in the Project is available for occupancy, the Owner shall prepare a record of the percentage of Residential Rental Units of the Project occupied (and treated as occupied) or held available for occupancy by Qualified Tenants during the preceding month. Such record shall be maintained on file at the main business office of the Project, shall be available for inspection by the Issuer and the Trustee upon reasonable notice and at reasonable times and shall contain such other information and be in the form required by the Issuer and/or the Trustee, as applicable;

(s) *Occupancy Standards.* The Project shall satisfy the Occupancy Standards; and

(t) *Records Maintenance and Inspection.* During the term of this Agreement, the Owner shall (i) maintain complete and accurate records pertaining to the Residential Rental Units occupied or to be occupied by Qualified Tenants, and (ii) permit any duly authorized representative of the Trustee, the Issuer, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Owner pertaining to the income of and Certificate of Income of Qualified Tenants residing in the Project upon reasonable notice and at reasonable times.

Notwithstanding anything to the contrary contained herein and subject to the RAD Use Agreement, the Parties acknowledge that the Owner will be entering into the Master Lease pursuant to which the Master Tenant will operate the Property and enter into all residential leases. So long as the Master Lease is in effect, the Owner will cause Master Tenant to operate the Project in accordance with this Agreement.

**Section 8. Transfer Restrictions.** Subject to the RAD Use Agreement, the Master Lease and the Ground Lease, for the Qualified Project Period, except with respect to foreclosure or deed in lieu of foreclosure or other involuntary loss described in Treas. Reg. § 1.103-8(b)(6)(iii)(a) and not otherwise described in paragraph (b) thereof, the Owner shall not Transfer its leasehold interest in the Project, in whole or in part, except in accordance with the applicable terms of the Indenture, the Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement, the Tax Certificates, or a transfer pursuant to the terms of the Owner's [Amended and Restated Agreement of Limited Partnership] and this Section 8. Any Transfer of the leasehold interest in the Project, in whole or in part, shall only be permitted if: (a) the Owner shall not be in default hereunder; (b) the purchaser or assignee shall assume in writing in a form acceptable to the Issuer, all duties and obligations of the Owner under this Agreement, including this Section 8, and execute any necessary or appropriate document reasonably requested by the Trustee or the Issuer with respect to assuming its obligations under this Agreement in the form of an Assumption Agreement, which document shall be recorded in the Cook County (Illinois) Recorder's Office; (c) the Trustee and the Issuer shall have received an opinion of Bond Counsel, which opinion is acceptable to the Trustee, the Funding Lender and the Issuer, to the effect that such transfer will not adversely affect the exclusion of the interest on the Obligations from gross income of the owners thereof for federal income tax purposes; (d) the Owner shall deliver to, as applicable, the Trustee, the Funding Lender and the Issuer an opinion of counsel to the transferee that the transferee has duly assumed the obligations of the Owner under this Agreement and that such obligations and this Agreement are binding on the transferee; and (e) such other conditions are met as are set forth in or referred to, as applicable, in the Loan Agreement, the Borrower Loan Agreement and Tax Certificates and as the Trustee, the Funding Lender or the Issuer may reasonably impose as part of the Assumption Agreement: (i) to protect the exclusion of the interest on the Obligations from gross income of the owners thereof for federal income tax purposes, (ii) to ensure that the Project is not acquired by a person that has pending against it, or that has a history of, building code violations, as identified by municipal, county, state or federal regulatory agencies, and (iii) to provide that indemnification of the Issuer and the Trustee under Section 19 of this Agreement and elsewhere is assumed by the purchaser or assignee. Notwithstanding the forgoing, the following transfers shall be permitted

without the prior consent of Issuer: (i) a transfer of Owner's limited partnership interest; (ii) a transfer of direct or indirect partnership interests in the Owner; and (iii) replacement of Owner's general partner pursuant to the [Amended and Restated Agreement of Limited Partnership].

**Section 9. Certification to Secretary of the Treasury.** The Owner represents, warrants and covenants that it shall file each year with the Internal Revenue Service a Form 8703 (Annual Certification of a Residential Rental Project) to provide annual information to the Internal Revenue Service that it will use to determine whether the Project continues to be a "qualified residential rental project" under Section 142(d) of the Code. The Owner shall simultaneously send copies of such certification to the Issuer, the Funding Lender and the Trustee. The Owner acknowledges that failure to file such certification with the Secretary of the Treasury when required would subject the Owner to penalty, as provided in Section 6652(j) of the Code.

**Section 10. Enforcement.** The Owner further represents, warrants and covenants that:

(a) *Examination of Records.* The Owner shall permit, after three (3) Business Days prior written notice, and at such reasonable times, any duly authorized representative of the Issuer and/or the Trustee to inspect any books and records of the Owner regarding the Project, particularly with respect to the incomes of Qualifying Tenants that pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code. Any certification, records or other documents deemed necessary by the Issuer or the Trustee to show the Project's compliance with Section 142(d) of the Code shall be maintained on file at the Project site so long as any of the Obligations (and any tax-exempt obligations used to refund any of the Obligations) remain outstanding and for four (4) years thereafter;

(b) *Other Information.* The Owner shall provide such other information, documents or certifications requested by the Issuer or the Trustee that the Issuer or the Trustee, as applicable, deems reasonably necessary, to substantiate the Owner's continuing compliance with the provisions of this Agreement and Section 142(d) of the Code; and

(c) *Reliance on Owner or Tenant Certification.* In the enforcement of the Agreement, the Issuer or the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant concerning the Project.

**Section 11. Violations.**

(a) *Notice.* The Owner further represents, warrants and covenants that it will inform the Issuer, the Investor Limited Partner, the Funding Lender and the Trustee by written notice of any violation of the Owner's obligations under this Agreement or the occurrence or existence of any situation or event (an "adverse development") that would cause the interest of the Obligations to become includable in the gross

income of their holders for federal income tax purposes within five (5) Business Days after discovering any such adverse development;

(b) *Time to Correct.* The Owner covenants and agrees to use commercially reasonable efforts to correct or rectify any adverse development no later than thirty (30) days after such adverse development is first discovered or should have been discovered by the Owner's exercise of reasonable diligence. The Issuer and the Trustee covenant and agree to provide the Owner (and Investor Limited Partner, at its option) a period of time, which shall be at least thirty (30) days after the date such adverse development is first discovered, or if later, within such further time as the Issuer or the Trustee, as applicable, determines is necessary to correct or rectify the adverse development without loss of tax exemption of interest on the Obligations, not to exceed any limitations set by applicable laws, rules, regulations or administrative guidance, in which to correct any adverse development. The Owner represents, warrants and covenants that if any such adverse development is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by the Issuer and the Trustee, without further notice, the Issuer or the Trustee, as applicable, may declare a default under this Agreement, effective on the date of such declaration of default;

(c) *Specific Performance.* The Owner acknowledges that the Issuer and/or the Trustee and/or, to the extent permitted, as applicable, in the Loan Agreement or the Borrower Loan Agreement, any Owner of an Obligation, may also apply, individually or collectively, to any court, state or federal, for specific performance of this Agreement, or for an injunction against any violation of this Agreement, or for any other remedies at law or in equity or for any such other actions as shall be necessary or desirable so as to correct non-compliance with this Agreement;

(d) *Investor Limited Partner Cure Rights.* The Issuer and the Trustee agree that any cure of a violation of this Agreement made or tendered by the Investor Limited Partner or its designee(s) shall be deemed to be a cure by the Owner, and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

**Section 12. No Duty of Issuer to Monitor Compliance.** The Owner further represents, warrants and covenants that the Issuer and the Trustee shall each have the right to appoint an agent to carry out any of its duties and obligations under this Agreement, and the Issuer and the Trustee shall inform the Owner and the Investor Limited Partner and the other party of any such agency appointment by written notice.

The Trustee shall have no duty to enforce any of the obligations of the Owner under this Agreement but shall be obligated to notify the Issuer, the Funding Lender and the Investor Limited Partner of the failure of the Owner to comply with such obligations of which the Trustee has actual knowledge. The Owner hereby agrees to pay all reasonable costs and expenses of the Trustee in undertaking the administration services under this Agreement. The Owner hereby agrees, upon reasonable written notice from the Trustee, to make the Project and the books and records relating

to tenant income compliance required hereunder available for inspection during regular business hours by the Trustee as an agent of the Issuer. Notwithstanding the foregoing or any other provision herein to the contrary, the Owner acknowledges and agrees that the Issuer shall have no duty to monitor compliance with the terms and conditions of this Agreement.

**Section 13. Amendment.** This Agreement may be amended to reflect changes in Section 142(d) of the Code, the applicable Regulations and administrative guidance promulgated thereunder. The Issuer, the Owner and the Trustee each covenants to take any lawful action (including amendment of this Agreement) if, in the opinion of Bond Counsel, such action is necessary to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project. No amendment of this Agreement shall be made without the prior written approval of the Issuer, the Trustee, the Investor Limited Partner and the Owner.

**Section 14. Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

**Section 15. Notices.** The Issuer, the Owner and the Trustee each agrees that all notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto and below at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

The Owner:

Lathrop Preservation Phase IC, LP
c/o Related Lathrop LLC
350 W. Hubbard Street, Suite 300
Chicago, Illinois 60654
Attention: Senior Vice President Affordable Housing

and to:

Lathrop Preservation Phase IC, LP
c/o Bickerdike Lathrop, LLC
2550 W. North Avenue
Chicago, Illinois 60647
Attention: Chief Executive Officer

and with a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Attention: Bennett P. Applegate, Jr.

And:

Bank of America, N.A.,
MA5-100-04-11
100 Federal Street
Boston, MA 02110
Attention: Tax Credit Asset Management (Lathrop IC)

Banc of America CDC Special Holding Company, Inc.
MA5-100-04-11
100 Federal Street
Boston, MA 02110
Attention: Tax Credit Asset Management (Lathrop IC)

With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: Sara Heskett, Esq.

The Issuer:

City of Chicago
Department of Housing
City Hall
121 N. LaSalle Street, Room 1006
Chicago, Illinois 60602

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

and to:

City of Chicago
Department of Finance
City Hall
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

| | |
|---|---|
| The Trustee: | Zions Bancorporation, National Association<br>141 West Jackson, Suite 3720<br>Chicago, Illinois 60604<br>Attention: Corporate Trust Department |
| If to the Funding Lender: | Citibank, N.A.<br>388 Greenwich Street, Trading 4th Floor<br>New York, New York 10013<br>Attention: Transaction and Asset Management Group<br>Re: Lathrop IC Deal No. [_____]<br>Facsimile: (212) 723-8209 |
| And to: | Citibank, N.A.<br>Transaction and Asset Management Group/Post Closing<br>Citi Community Capital<br>3800 Citibank Center<br>Tampa, Florida 33610<br>Re: Lathrop IC Deal No. [_____] |
| And if prior to the Conversion Date to: | Citibank, N.A.<br>[ADDRESS]<br>Attention: Account Specialist<br>Deal ID# Lathrop IC [_____]<br>Facsimile: [(___) ___ ____] |
| Following the Conversion Date, if applicable, with a copy to: | Citibank, N.A.<br>c/o Berkadia Commercial Servicing Department<br>323 Norristown Road, Suite 300<br>Ambler, Pennsylvania 19002<br>Attention: Client Relations Manager<br>Re: Lathrop IC Deal No. [_____]<br>Facsimile: (215) 328-0305 |

and a copy of any notices of default sent to:

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Re: Hebron Lathrop IC Deal No. [_____]
Facsimile: (646) 291-5754

**Section 16. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and, where applicable, the laws of the United States of America.

**Section 17. Termination.** The Issuer, the Owner and the Trustee each agrees that this Agreement shall terminate:

(a) *Completion.* Upon the termination of the Qualified Project Period;

(b) *Involuntary Non-Compliance.* In the event of an involuntary non-compliance caused by unforeseen events, such as fire, seizure, requisition, change in a federal law or an action of a federal agency after the date of issuance of the Obligations that prevents the Issuer or the Trustee from enforcing the provisions of this Agreement or condemnation or similar event, provided that:

(i) the Obligations are retired at their first applicable available call date; or

(ii) any insurance proceeds or condemnation award or other amounts received as a result of such loss or destruction are used to provide a project that meets the requirements of Section 142(d) of the Code and Treas. Reg. § 1.103-8(b) as amended, or any successor law or regulation;

(c) *Certain Transfers.* In the event of foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, following which and within a reasonable period of time the Obligations are redeemed or the amounts received as a consequence of such event are used to provide a qualified residential rental project meeting the applicable requirements of the Code and the Regulations, unless, at any time subsequent to such event and during the Qualified Project Period, the Owner or any direct successor in interest, or any transferee from the Owner or its successor subject to an Assumption Agreement, or any Related Person to such persons, or any other person who was, prior to the event of foreclosure or other such event, an obligor on any Purpose Investment issued in connection with any financing for the Project, obtains an ownership interest in the Project for federal tax purposes; or

(d) *Opinion of Bond Counsel.* Upon the delivery of an opinion of Bond Counsel acceptable to the Issuer, the Funding Lender and the Trustee that continued compliance with the requirements of Section 7 hereof is not required in order for interest on the Obligations to be and continue to be excludible from gross income of the holders of the Obligations for federal income tax purposes.

**Section 18. Bonds No Longer Outstanding; Post-Defeasance.** The Owner represents, warrants and covenants that (i) when the Bonds are exchanged for the Governmental Lender Note, and or (ii) in the event that the Obligations are defeased, but this Agreement remains in full force and effect, it shall contract, at Owner's expense, with a compliance monitoring agent reasonably satisfactory to the Issuer, to review compliance by the Owner with the requirements of this Agreement. The compliance monitoring agent shall be provided all of the compliance documents otherwise required to be provided to the Issuer, the Funding Lender and the Trustee by this Agreement. Any responsibilities or obligations of the Trustee under this Agreement shall terminate upon (i) the exchange of the Bonds for the Governmental Lender Note, and/or (ii) payment in full of the Obligations at maturity or upon redemption, or upon the legal defeasance of the Obligations.

**Section 19. Indemnification.** Provided that this indemnity shall not include the payment of principal and interest under, as applicable, the Loan Agreement or the Borrower Loan Agreement (it being intended that the repayment of the Loan is a limited, non-recourse obligation of the Owner), the Owner hereby covenants and agrees that it shall indemnify and hold harmless the Issuer, the Trustee and their officers, directors, officials, employees and agents from and against (a) any and all claims arising from any act or omission of the Owner or any of its agents, contractors, servants, employees or licensees, in connection with the Obligations, the Tax Certificates, the Loan Agreement, the Borrower Loan Agreement, any mortgage, this Agreement or the Project and (b) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the Issuer, the Trustee or any of its officers, directors, officials, employees or agents with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all reasonable expenses. The indemnified party shall have the right to participate in the investigation and defense thereof and in the event the indemnified party reasonably determines that a conflict of interest exists between such party and the Owner in connection therewith, the indemnified party may employ separate counsel with the consent and approval of the Owner, which consent shall not be unreasonably withheld, and in such event the Owner shall pay the reasonable fees and expenses of such separate counsel. The obligations of the Owner hereunder are full recourse obligations. Notwithstanding the foregoing, no party shall be indemnified pursuant to this Section 19 against its own gross negligence or willful misconduct. The indemnification obligations hereunder shall be cumulative with all other indemnification obligations owed from the Owner to the Issuer or the Trustee and their related indemnified parties.

**Section 20. Recordation.** The Issuer, the Owner and the Trustee each agrees that the Owner shall cause this Agreement (and all amendments and supplements hereto) to be recorded

and filed in the conveyance and real property records of Cook County, Illinois and in such other places as the Issuer or Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording(s). Upon delivery by the Owner to the Trustee of an opinion of independent counsel acceptable to the Trustee that the conditions to termination of this Agreement have been made, the Trustee shall, upon request by the Owner, and at the Owner's expense, file any documentation necessary to release the leasehold estate and Project from the obligations, duties, restrictions and covenants contained in this Agreement from the leasehold estate records of Cook County, Illinois.

**Section 21. Covenants to Run with the Leasehold Estate; Successors Bound.** Subject to the terms of the Ground Lease, the Owner hereby subjects the Leasehold Estate to the covenants, reservations and restrictions set forth in this Agreement. The Issuer, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the leasehold estate to the extent permitted by law and shall pass to and be binding upon the Owner's successors in title to the Leasehold Estate throughout the term of this Agreement. Each and every contract, deed, mortgage, or other instrument hereafter executed covering or conveying the Leasehold Estate or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage or other instrument.

**Section 22. No Conflict with Other Documents.** Subject to the RAD Use Agreement and the Ground Lease, the Owner warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and, except for the RAD Use Agreement and the Ground Lease, supersede all other requirements in conflict herewith.

**Section 23. Subordination to RAD Use Agreement and Ground Lease.** This Agreement is subject and subordinate in all respects to the RAD Use Agreement, the Ground Lease and the applicable RAD Requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the date first above written, and effective as of the Effective Date.

**CITY OF CHICAGO**

By: _____
Name: _____
Title: _____

**LATHROP PRESERVATION PHASE IC, LP**, an Illinois limited partnership, as Borrower

By: Lathrop Preservation Phase IC GP, LLC, an Illinois limited liability company, its general partner

By: Related Lathrop LLC, an Illinois limited liability company, its manager

By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole member

By: _____
Name: Sarah Wick
Title: Senior Vice President

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,** as Trustee

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )

Before me appeared _____, to me personally known, who being duly sworn, acknowledged herself/himself to be the _____ of the City of Chicago and that she/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Chicago by herself/himself as such officer.

WITNESS my hand and seal, this _____ day of _____, 2026.

Notary Public of
(SEAL)

_____
Signature of Notary Public

My Commission expires:

STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )

Before me appeared _____, to me personally known, who being duly sworn, acknowledged himself/herself to be a _____ of Zions Bancorporation, National Association, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing on behalf of Zions Bancorporation, National Association by himself/herself as such officer.

WITNESS my hand and seal, this ____ day of _____, 2026.

Notary Public of
(SEAL)

_____
Signature of Notary Public

My Commission expires:

STATE OF ILLINOIS )
) SS:
COUNTY OF _____ )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Sarah Wick, personally known to me to be the Senior Vice President of LR Development Company LLC d/b/a Related Midwest LLC, which is the sole member of Related Lathrop LLC, the manager of Lathrop Preservation Phase IC GP, LLC, the general partner of Lathrop Preservation Phase IC, LP, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, in such capacity, she signed and delivered the said instrument in her capacity as the free and voluntary act of such person, and as the free and voluntary act and deed of such entities, for the uses and purposes therein set forth.

WITNESS my hand and seal, this _____ day of _____, 2026.

Notary Public of
(SEAL)

_____
Signature of Notary Public

My Commission expires:

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

*Exhibit "E".*
(To Ordinance)

*Lathrop Preservation IC L.P. Redevelopment Agreement.*

This Lathrop Preservation Phase IC, LP Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____ 202__, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Lathrop Preservation Phase IC, LP, an Illinois limited partnership (the "Owner"), and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike," collectively with the Owner, the "Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act and in accordance with the provisions of the Act, the City Council of the City (the "City Council"):

1. (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Diversey/Chicago River redevelopment project area (the "Diversey/Chicago River Redevelopment Area"); (ii) designated the Diversey/Chicago River Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Diversey/Chicago River Redevelopment Area, pursuant to ordinances (item (iii), the "Diversey/Chicago River TIF Adoption Ordinance" and items (i) – (iii) collectively, the "Diversey/Chicago River TIF Ordinances") adopted on October 5, 2016 and subsequently amended on January 15, 2025, as published in the Journal of the Proceedings of the City Council (the "Journal") for such date; and

2. (i) approved and adopted a redevelopment plan and project for the Addison South redevelopment project area (the "Addison South Redevelopment Area"); (ii) designated the Addison South Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Addison South Redevelopment Area, pursuant to ordinances (item (iii), the "Addison South TIF Adoption Ordinance" and items (i) – (iii) collectively, the "Addison South TIF Ordinances") adopted on May 9, 2007.

The Diversey/Chicago River Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Addison South Redevelopment Area.

D. The Project: This third phase of the multiphase Lathrop housing redevelopment project, similar to the prior two phases, will be a mixed-income, multi-family development, and will create a total of 309 additional residential rental units in eight (8) buildings and two (2) parking lots containing approximately 101 parking spaces for the residents of all phases of the Lathrop housing redevelopment project (the "Facility"); provided, that such parking lots and/or certain parking spaces therein may not be included in the Leasehold Estate (as hereinafter defined) and, after construction completion, such parking lots and/or certain parking spaces therein may be eliminated or repurposed in accordance with the appliable planned development for the Property. At closing, (a) the CHA Community Support Corporation, an Illinois not-for-profit corporation, shall receive a leasehold interest pursuant to a Ground Lease (as hereinafter defined) donated by the Chicago Housing Authority, an Illinois municipal corporation (the "CHA"), and shall subsequently assign such leasehold interest to the Owner (the "Leasehold Estate"), and (b) the Owner shall assume such leasehold interest, pursuant to an assignment and assumption of such Ground Lease for certain Leasehold Estate and buildings located at approximately 2600 N Hoyne Avenue in the Redevelopment Area and legally described on Exhibit A hereto. Within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete the following activities (the "Project"): (a) the demolition of three existing buildings; (b) the construction of one (1) new elevator building containing 59 residential rental units, that includes a 3,500 square foot community room on the ground floor available to all residents of all phases; and (c) the complete rehabilitation of seven (7) existing buildings to contain 250 residential rental units, items (a) – (c) all located in the City of Chicago, Illinois generally at 2600-2618, 2601-2631, 2628-2662, 2664-2704, 2633-2667, 2740, and 2750-2768 North Hoyne Avenue and 2731-2759 North Leavitt Street (the "Property"). The 309 residential rental units shall include studio, one-, two- and three-bedroom units, 61 of which shall be market-rate residential rental units with no income or rent restrictions and 248 of which shall be for low- and moderate-income households earning up to and including 80% AMI (as defined below). The Owner will lease the Property to the Master Tenant, pursuant to a Master Lease (as hereinafter defined), which entity, upon completion of construction of the Project, will operate the Project for the duration of the Master Lease. Of the previously-described 248 residential rental units, 121 units shall be subject to a 20-year Rental Assistance Demonstration Use Agreement between the CHA and the Owner. The "Project" means the Facility and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B. In addition to the Project, the Developer will concurrently rehabilitate a pre-existing powerhouse located on the Property for commercial use (the "Commercial Property") to be located at 2567 N Hoyne Avenue. The City will not provide any City Funds (as hereinafter defined) for the construction and development of the Commercial Property, and the Commercial Property is not part of the Project. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Diversey/Chicago River Redevelopment Plan (the "Redevelopment Plan").

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

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

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

SECTION 1. RECITALS, HEADINGS, AND EXHIBITS

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

| **Table of Contents** | **List of Exhibits** |
|---|---|
| 1. Recitals, Headings and Exhibits<br>2. Definitions<br>3. The Project<br>4. Financing<br>5. Conditions Precedent<br>6. Agreements with Contractors<br>7. Completion of Construction or Rehabilitation<br>8. Covenants/Representations/Warranties of Developer<br>9. Covenants/Representations/Warranties of the City<br>10. Developer's Employment Obligations<br>11. Environmental Matters<br>12. Insurance<br>13. Indemnification<br>14. Maintaining Records/Right to Inspect | A *Legal Description of the Leasehold Estate<br>B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)<br>C Prior Expenditures<br><br>(An asterisk (*) indicates which exhibits are to be recorded.) |

| | |
|---|---|
| 15. Defaults and Remedies<br>16. Mortgaging of the Project<br>17. Notice<br>18. Miscellaneous | |

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

"Addison South Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Addison South TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Addison South TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Addison South Redevelopment Area" is defined in the Recitals.

"Addison South Redevelopment Plan" is defined in the Recitals.

"Addison South TIF Adoption Ordinance" is defined in the Recitals.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"AMI" shall mean Chicago-area median income, adjusted for family (as defined in 24 C.F.R. Part 5.403) size, as determined from time to time by the United States Department of Housing and Urban Development.

"Annual Compliance Report" means a signed report from Owner to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Affordable Housing Covenant (Section 8.26); (2) compliance with the Jobs Creation report (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (7) compliance with the Increment and Rate of Return Reporting (Section 8.25); and (8) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2023 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"Available Project Funds" means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

"CHA" shall mean the Chicago Housing Authority, an Illinois municipal corporation.

"CHA Units" shall mean the approximately 121 residential rental units (including at least 54 one-bedroom, 60 two-bedroom, and 7 three-bedroom units) in the Project which shall be leased to eligible CHA residents by Owner.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.02, Section 3.03 and Section 3.04, respectively.

"City Contract" is defined in Section 8.01(l).

"City Council" is defined in the Recitals.

"City Funds" is defined in Section 4.03(b).

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" means a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure Lender Financing and in form and substance acceptable to the City in its sole discretion.

"Commissioner" means the Commissioner of Planning and Development of the City.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" means the City's Department of Law.

"CSI/ROR" shall mean the Comprehensive Site Investigation and Remediation Objectives Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"Davis-Bacon Act" means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

"Diversey/Chicago River Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Diversey/Chicago River TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Diversey/Chicago TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Diversey/Chicago River Redevelopment Area" is defined in the Recitals.

"Diversey/Chicago River Redevelopment Plan" is defined in the Recitals.

"Diversey/Chicago River TIF Adoption Ordinance" is defined in the Recitals.

"DOH" means the City's Department of Housing.

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

"Employer(s)" is defined in Section 10.

"Environmental Laws" means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" means Developer's funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Existing Mortgage" is defined in Article 16.

"Facility" is defined in the Recitals.

"Family" means one or more individuals, whether or not related by blood or marriage.

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

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

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

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable year, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by Developer or by third parties in positions ancillary to Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Ground Lease" shall mean a ground lease for the Property and Facility for a period of [not more than ___ ] years between the Chicago Housing Authority and CHA Community Support Corporation, as assigned and assumed by the Owner.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"HUD" means the United States Department of Housing and Urban Development.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

"Incremental Taxes" shall mean (i) Diversey/Chicago River Incremental Taxes and (ii) to the extent the City has exercised its Transfer Rights, Addison South Incremental Taxes.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Junior Mortgage" shall mean a Junior Mortgage executed by the Owner as mortgagor, in favor of the City, as mortgagee, securing certain of the Developer's obligations under this Agreement and the Junior Mortgage; and which shall be a [second] mortgage unless the Lender Financing includes two separate mortgage loans, in which event the Junior Mortgage may be a [third] mortgage.

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amounts set forth in Section 4.01.

"Leasehold Estate" shall mean the leasehold estate of Owner in the Property created by the Ground Lease as more particularly described in Exhibit B hereto.

"Limited Partner" means Bank of America, N.A., a national banking association, and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Low Income Families" means Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

"Master Tenant" means Lathrop Preservation Phase IC Master Tenant, LLC, an Illinois limited liability company, which will lease the Property and operate the Project pursuant to a Master Lease.

"Master Lease" means that certain [Master Lease Agreement] between Owner and Master Tenant leasing the Property for a period of [not more than ___ ] years.

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

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

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

"New Mortgage" is defined in Article 16.

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

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Leasehold Estate and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, or to be recorded after closing to secure permanent Lender Financing, (ii) leases of portions of the Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

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

"Prior Expenditures" is defined in Section 4.05(a).

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final No Further Remediation Letter.

"RAD Use Agreement" shall mean the Rental Demonstration Use Agreement made for the benefit of HUD by and between CHA, Owner, and HUD.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a Final No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a RAP.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Diversey/Chicago River Redevelopment Plan or otherwise referenced in the Diversey/Chicago Redevelopment Plan.

"Regulatory Agreement" means each regulatory agreement, if any, describing Developer's obligation to provide affordable housing at the Facility, executed by the Owner and the City as of the date hereof.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form to be provided by the City, and documentation regarding the applicable expenditures to be delivered by Developer to DPD pursuant to Section 4.04.

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

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the CSI/ROR, the RAP, and the RACR and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2026, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the thirtieth anniversary of the issuance of the Certificate.

"TIF District Administration Fee" means the fee described in Section 4.05(b).

"Diversey/Chicago River TIF Fund" means the special tax allocation funds created by the City in connection with the Diversey/Chicago River Redevelopment Area into which the Diversey/Chicago River Incremental Taxes will be deposited.

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a leasehold title insurance policy in the most recently revised ALTA or equivalent form, showing a leasehold interest in the Property vested in the Owner, and naming the City as the insured mortgagee in the full amount of the City Funds, noting the recording of this Agreement, Junior Mortgage, and Regulatory Agreement as an encumbrance against the Leasehold Estate, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Leasehold Estate related to Lender Financing, if any, issued by the Title Company.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction of the Facility no later than 48 months after the commencement of construction.

3.02 Scope Drawings and Plans and Specifications. If requested by DPD, Developer shall submit to DPD the Scope Drawings and Plans and Specifications, and DPD reserves the right to review and approve these documents. If requested by DPD, Developer shall submit to DPD subsequent proposed changes to the Scope Drawings or Plans and Specifications as a Change Order pursuant to Section 3.04. The Scope Drawings and Plans and Specifications shall always conform to the Redevelopment Plan and all applicable federal, state, and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $**[249,710,829]**. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D; (c) a delay in the completion of the Project; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith before Developer receives DPD's written approval (to the extent City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has agreed to provide under this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but within 10 business days after executing such a Change Order, Developer shall notify DPD in writing of such Change Order and the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

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

3.07 Progress Reports and Survey Updates. If requested by DPD, Developer shall provide DPD with written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Written progress reports must be submitted to DPD electronically to the website and/or email specified by the City. Developer

shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project, and DPD reserves the right to evaluate and approve the inspecting agent or architect. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Before starting any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances, and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades.

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

3.11 Utility Connections. Owner may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Owner first complies with all City requirements governing such connections, including the payment of customary fees and costs related to such connections.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

| Sources | Amount [1] |
|---|---|
| Citibank Loan[2] | $ 43,549,000 |
| CHA Funds | $ 41,000,000 |
| Seller's Note | $ 16,962,432 |
| City Funds (subject to Section 4.03) | $ 40,000,000 |
| State Historic Tax Credits | $ 2,099,790 |
| Federal Historic Tax Credits | $ 25,781,272 |
| Donation Tax Credit Equity | $ 8,482,500 |
| ComEd Grant | $ 750,000 |
| LIHTC Equity (4%) | $ 62,492,901 |
| Deferred Developer Fee (subject to Sections 4.03(b) and 4.06) | $ 8,582,834 |
| General Partner Equity (subject to Sections 4.03(b) and 4.06) | $ 10,100 |
| **Total Sources** | **$249,710,829** |

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(c)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

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

| Source of City Funds | Maximum Amount |
|---|---|
| Diversey/Chicago River Incremental Taxes | $ 3,500,000 |
| Addison South River Incremental Taxes | $36,500,000 |

1 All amounts are subject to change prior to closing and upon DPD approval of such updated numbers.

2 A loan from Bank of America, N.A. in the amount of approximately $100,000,000 and a replacement tax-exempt loan funded by Citibank, N.A. in the amount of approximately $100,000,000, which will be paid down to the approximate amount shown above (which amount may increase by up to 10%).

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $40,000,000 or 16% of the actual total Project costs; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the applicable TIF Fund shall be sufficient to pay for such costs[; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements].

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $40,000,000 is contingent upon the fulfillment of the conditions set forth in part[s] (i) [and (ii)] above. If such conditions are not fulfilled, the amount of Equity to be contributed by Owner pursuant to Section 4.01 shall increase proportionately. City acknowledges that the City Funds may be used by Bickerdike to make a loan to Owner to pay or reimburse Owner's construction lender for the costs of TIF-Funded Improvements.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in four (4) payments as follows:

(i) an amount not to exceed $13,333,333 upon the completion of 33% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation;

(ii) an amount not to exceed $13,333,333 upon the completion of 66% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation;

(iii) an amount not to exceed $6,666,667 upon the completion of 100% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation; and

(iv) an amount not to exceed $6,666,667 upon issuance of Certificate.

4.04 Requisition Form. The City and the Developer Parties hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto, or as otherwise set forth pursuant to the Escrow Agreement and this Agreement. The City must receive copies of all draw requests and related documents submitted to the Title Company. The Developer shall submit a Requisition Form to DPD prior to each disbursement of City Funds per Section 4.03 above and DPD shall respond to Developer's Requisition Form within forty-five (45) days. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per month (or as otherwise permitted by DPD). DPD shall approve disbursements of the City Funds from the Escrow. If required, the

Developer shall meet with DPD upon request to discuss the Requisition Forms previously delivered. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer is required to demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute under Section 4.01. Prior Expenditures, if applicable, shall be listed on Exhibit D.

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds before any City Funds are paid under this Agreement.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

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

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit a Requisition Form and documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Leasehold Estate except for the Permitted Liens;

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds are being granted on a conditional basis, subject to Developer's compliance with the provisions of this Agreement, and are subject to being reimbursed as provided in Section 15.02.

4.09 Permitted Transfers. Notwithstanding anything herein to the contrary, City will permit (i) Limited Partner to remove the general partner of the Owner in accordance with the Owner's limited partnership agreement (the "Partnership Agreement"), provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent, except no consent of the City shall be required if the substitute general partner is an affiliate of the Limited Partner and the Limited Partner provides the City written notice promptly after such general partner has been removed, (ii) the general partner to pledge to a lender that is providing Lender Financing (the "Lender") all of the general partner's rights, title and interest in and to the Partnership Agreement as collateral for the obligations under the loans made or to be made by the Lender to Owner), and (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated or affiliated entity with the prior written consent of the City.

SECTION 5. CONDITIONS PRECEDENT

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required to construct the Project by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer has delivered to DPD a copy of the Escrow Agreement. Any liens against the Leasehold Estate existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Leasehold Estate. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement, the Junior Mortgage, and the Regulatory Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's ALTA 9 series endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, survey, encroachment and damages for mineral production. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Leasehold Estate and certified copies of all easements and encumbrances of record with respect to the Leasehold Estate not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

| **Jurisdiction** | **Searches** |
|---|---|
| Secretary of State | UCC, Federal tax |

| | |
|---|---|
| Cook County Clerk's Office | UCC, Fixtures, Federal tax, State tax, Memoranda of judgments |
| U.S. District Court, Northern District - Illinois | Pending suits and judgments, bankruptcy |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

5.08 Insurance. Owner, at its own expense, has insured the Leasehold Estate in accordance with Section 12, and has delivered certificates required pursuant to Section 12 evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures, if any, in accordance with the provisions of Section 4.05(a).

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

5.12 [Intentionally Omitted].

5.13 Environmental. Developer has provided DPD with copies of that certain Phase I Environmental Site Assessment completed with respect to the Property and any Phase II Environmental Site Assessment with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

Developer has provided to the City all EDS(s), dated as of the Closing Date, which are incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS(s), failure of the EDS(s) to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties

required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Junior Mortgage. The Developer must have delivered to the City the Junior Mortgage, Regulatory Agreement and such financing statements as the City may require.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) DPD acknowledges that Developer has selected LR Contracting Company, an affiliate of LR Development Company LLC d/b/a/ Related Midwest, as the General Contractor for the Project. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago. Developer has submitted all bids received to DPD for its inspection and written approval.

(b) Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD, if requested by DPD in accordance with Section 3.02, and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. The Developer shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer shall deliver to DPD and Corporation Counsel a copy of such contract together with any modifications, amendments, or supplements thereto.

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Before starting construction of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and

the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

(a) Evidence that Developer has incurred TIF-Eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $40,000,000); and

(b) Receipt of a certificate of occupancy for the Project or other evidence acceptable to DPD that Developer has complied with building permit requirements for the Project; and

(c) Evidence that the Facility is open for operation and the residential rental units are being marketed for lease to tenants in accordance with the Regulatory Agreement; and

(d) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and

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

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify

that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.26 (Affordable Housing Covenant), and Section 14.02 (Inspection Rights) as covenants that run with the Leasehold Estate are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property from and after the date of this Agreement shall be made explicitly subject to the covenants listed above that run with the leasehold estate.

The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. When the Term of the Agreement expires, at Developer's written request DPD shall provide Developer with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. The representations and warranties provided by each Developer party under this Agreement (as to themselves only and not the other party) are material conditions precedent to the City's obligations under this Agreement. Each Developer party represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that:

(a) each Developer party is a not-for-profit corporation or a limited liability partnership duly incorporated or organized, validly existing, qualified to do business in its state of incorporation or organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each Developer party has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by each Developer party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which each Developer party is now a party or by which each Developer party is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Owner shall acquire the Ground Lease and shall maintain good, indefeasible, and merchantable leasehold interest in the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15)

(e) each Developer party is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting each Developer party which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain or will acquire as necessary all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present each Developer party's assets, liabilities, results of operations and financial condition, and there has been no material adverse change in Developer's assets, liabilities, results of operations or financial condition since the date of Developer's most recent Financial Statements;

(j) during the Term of the Agreement, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Leasehold Estate (including but not limited to any fixtures or equipment now or hereafter attached to the Leasehold Estate) except in the ordinary course of business or is otherwise a Permitted Transfer; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, however, that the City acknowledges that the Owner will lease the Property to the Master Tenant, which entity will be responsible for the operation of the Project . As long as the Master Lease is in effect, the Owner will cause the Master Tenant to operate the Project in accordance with this Agreement;

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner, allow the existence of any liens against the Leasehold Estate (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached to the Leasehold Estate, except Lender Financing disclosed in the Project Budget; and

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

(p) each Developer party understands if the conditions described in Section 4.03(b)(i) and (ii) are not satisfied, the amount of City Funds actually received by any Developer party may be less than the maximum amounts set forth in Section 4.03(b);

(q) each Developer party understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment), and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and the Owner's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the Leasehold Estate and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

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

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Creation. The Developer anticipates that the Project will result in the creation of six (6) FTE permanent jobs within 24 months of the completion thereof, for a total of six (6) FTE permanent jobs to be retained or created by Developer at the Facilities through the Term of the Agreement. Throughout the Term of the Agreement, the Developer agrees to report the number

of jobs, whether FTE or otherwise, to date created by the Project to DPD as part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03. Such reports shall be delivered to the City when the Project is 33%, 66%, and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement. Notwithstanding the foregoing, the City hereby acknowledges that it has approved an Affiliate of the Owner to act as the General Contractor.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year prior to the Closing Date. Following the Closing Date, Owner shall obtain and provide to DPD Financial Statements for each fiscal year thereafter for the Term of the Agreement. For each fiscal year thereafter for the Term of the Agreement. In addition, Owner shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Owner, at its own expense, shall comply with all provisions of Section 12.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Owner agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Leasehold Estate, or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Leasehold Estate or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Owner may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Owner shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Leasehold Estate (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Leasehold Estate or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer to any other person

or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Owner shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement, the Junior Mortgage, and Regulatory Agreement to be recorded and filed, at Owner's expense, against the Leasehold Estate on the date hereof in the Cook County Clerk's Office.

8.19 Real Estate Provisions. The covenants set forth in this Section shall run with the leasehold estate and be binding upon any transferee.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Leasehold Estate or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Leasehold Estate, or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Leasehold Estate, or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Owner has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Leasehold Estate. Owner's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Owner's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Owner has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Owner shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the

Leasehold Estate to satisfy such Governmental Charge before the final determination of such proceedings; and/or

(ii) Owner shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Leasehold Estate during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Owner's Failure To Pay Or Discharge Lien. If Owner fails to pay any Governmental Charge or to obtain discharge of the same, then Owner shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Owner under this Agreement. Owner shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Owner fails to pay any Governmental Charge, the City, in its sole discretion, may require Owner to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes. Neither Owner nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Owner shall, during the Term of this Agreement, without the consent of the City, directly or indirectly, initiate, seek or apply for any real estate tax incentive established under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, except for participating in the Cook County Affordable Housing Special Assessment Program, the Cook County LIHTC Valuation Program, and the public housing abatement under 35 ILCS 200/18-177.

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Owner shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Owner shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. The covenants set forth in this Section shall run with the leasehold estate and be binding upon any transferee.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56

of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project within one (1) year after the date of the Certificate. If a default occurs under this Section 8.22, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.23 FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section 7 when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.25 Increment and Rate of Return Reporting. As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report (a) the amount of Incremental Taxes projected to be created by the Project at the Closing Date, (b) the amount of Incremental Taxes created by the Project through the end of the previous calendar year, using the same assumptions used for the projections described in item (a), and (c) the Project's stated rate of return identified by the Developer to the City, which shall be independently verified by a third party chosen by the City.

8.26 Affordable Housing Covenant.

(a) Developer agrees and covenants to the City that:

(i) if a Regulatory Agreement was executed and remains in effect, then, subject to the RAD Use Agreement regarding the CHA Units which is recorded prior to the Regulatory Agreement, Developer shall be obligated to provide affordable housing as described in the Regulatory Agreement;

(ii) if a Regulatory Agreement was executed and was later terminated or released, including without limitation due to foreclosure by a lender providing Lender Financing, then, subject to the RAD Use Agreement regarding the CHA Units which is recorded prior to the Regulatory Agreement, Developer shall be obligated to provide affordable housing as described in Section 8.26(b) from the date the last outstanding Regulatory Agreement is terminated or released through the remaining Term of the Agreement; and

(iii) if no Regulatory Agreement was executed, then, subject to the RAD Use Agreement regarding the CHA Units, Developer shall be obligated to provide affordable housing as described in Section 8.26(b) for the entire Term of the Agreement.

(b) The Facility shall be operated and maintained solely as residential rental housing.

At least 63 of the residential rental units (including at least 29 one-bedroom, 31 two-bedroom, and 3 three-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 30% AMI Families.

At least 113 of the residential rental units (including at least 5 studios, 59 one-bedroom, 44 two-bedroom units, and 5 three-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 60% AMI Families.

At least 72 of the residential rental units (including at least 13 studios, 35 one-bedroom, 22 two-bedroom units, and 2 three-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 80% AMI Families.

A total of 248 residential rental units in the Facility shall have monthly rents charged to the tenant not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

As used in this Section 8.26, the following terms have the following meanings:

"Family" shall mean one or more individuals, whether or not related by blood or marriage.

"30% AMI Families" shall mean Families whose annual income does not exceed thirty

percent (30%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"60% AMI Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"80% AMI Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

(c) The covenants set forth in this Section shall run with the Leasehold Estate and be binding upon any transferee.

(d) The City and Developer may enter into a separate agreement to implement the provisions of this Section.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become

due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 26 percent by MBEs.
(2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730,

Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

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

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Owner hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all its Exhibits, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Owner agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a leasehold estate trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Owner must provide and maintain, at Owner's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to this Agreement.

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-Owners, any limitation of

coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Owner may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Owner. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Owner's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Owner's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Owner's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(iv) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Owner. Limits of not less than $1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

(v) Blanket Crime (when applicable)

When applicable, Owner must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Owner at any given time under this Agreement.

(b) Construction. Before the construction of any portion of the Project, Owner shall procure and maintain, or cause its architects, contractors, subcontractors, project managers, and other parties constructing the Project to procure and maintain, the following types and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or the insured party may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of the insured party. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of the insured party's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of any of the insured party's acts or omissions, whether such liability is attributable to the insured party or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than $2,000,000 per accident for bodily injury and

property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

(iv) Railroad Protective Liability (when applicable)

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Owner shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Owner or any insured party shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, Owner must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(vi) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Pollution Liability (when applicable)

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the work that may fall under the scope

and direction of the Owner, the Owner must cause remediation contractor to provide Pollution Liability coverage with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of the insured party's acts or omissions, whether such liability is attributable to the insured party or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Owner and any other insured party shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(xi) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

A combination of primary and Excess/Umbrella policies may be used to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

(x) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, Owner must cause to provide All Risk Installation Floater Insurance to cover installation work, including improvements, betterments, and/or repairs. The Installation

Floater must provide for replacement cost of materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(xi) Marine Protection & Indemnity (when applicable)

When Owner undertakes any marine operation in connection with this Agreement, Owner must provide, or cause to provide, Marine Protection & Indemnity coverage with limits of not less than $1,000,000 per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties; injuries to crew members if not provided through other insurance; damage to wharves; piers and other structures; and collision. The City is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property

All Risk Property Insurance at replacement value of the Property to protect against loss of, damage to, or destruction of the Facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Evidence of Insurance. Owner must furnish the City certificates of insurance and additional insured endorsement, or other evidence of insurance (the "Certificate of Insurance" or "COI"), to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Owner must submit evidence of insurance prior to execution of this Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of this Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Owner, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Owner must advise all insurers of this Agreement's provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Owner for liabilities which may arise from or relate to this Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Owner to comply with required coverage and terms and conditions outlined herein will not limit Owner's liability or responsibility nor does it relieve Owner of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Owner must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers' Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Owner.

Waiver of Subrogation. Owner hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Owner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Owner's insurer(s).

Owners Insurance Primary. All insurance required of Owner under this Agreement shall be endorsed to state that Owner's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Owner's Liabilities. The coverages and limits furnished by the Owner in no way limit the Owner's liabilities and responsibilities specified within this Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Owner under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Owner maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Owner. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Owner is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Owner. If Owner desires additional coverages, the Owner will be responsible for the acquisition and cost.

Insurance required of Contractor and Subcontractors. Owner must require Contractor and subcontractors to provide the insurance required herein, or Owner may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are

subject to the same insurance requirements of Owner unless otherwise specified in this Agreement. The Owner is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required, as well as specifically naming the City as an additional insured on any endorsement form at least as broad and acceptable to the City. The Owner is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in this subsection (d), Other Requirements. When requested by the City, the Owner must provide to the City Certificate of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Contractors and subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Owner's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in this Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Owner agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate of Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the

maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Owner shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Owner's offices for inspection, copying, audit and examination by an authorized representative of the City, at Owner's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, Developer shall permit any authorized representative of the City to access to all portions of the Project and the Property during normal business hours for the Term of the Agreement. The covenants set forth in this Section shall run with the Leasehold Estate and be binding upon any transferee.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer under this Agreement:

(a) any Developer party fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

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

(c) any Developer party makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Leasehold Estate, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against any Developer party or for the liquidation or reorganization of any Developer party, or alleging that any Developer

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

(f) the appointment of a receiver or trustee for any Developer party, for any substantial part of any Developer party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of any Developer party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against any Developer party and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of any Developer party;

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against any Developer party or any natural person who owns a material interest in such Developer party and is not dismissed within thirty (30) days, or any Developer party or any natural person who owns a material interest in such Developer party is indicted for any crime (other than a misdemeanor);

(k) before the expiration of the Term of the Agreement, a majority of the ownership interests of Owner are sold or transferred without the prior written consent of the City, except for a Permitted Transfer pursuant to Section 4.09;

(l) any Developer party or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to any Developer party fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) failure to provide the City with an Annual Compliance Report within sixty (60) days of when it is due, as set forth in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in any Developer party shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of such Developer party.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and any Developer party are or shall be parties, suspend disbursement of City Funds and/or seek reimbursement of any City Funds

paid, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained in this Agreement or under the Junior Mortgage.

Upon the occurrence of an Event of Default under Section 15.01(m), Owner shall be obligated to pay to the City the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Owner shall not relieve Owner of its obligation under Section 8.20.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has started to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Additional Notice and Cure Rights. If 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 or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Limited Partner and each of the lenders providing Lender Financing at the addresses in Section 17, and Limited Partner and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Limited Partner or any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect

such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Leasehold Estate or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Leasehold Estate or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Leasehold Estate or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Leasehold Estate or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the Leasehold Estate.

(b) If any mortgagee shall succeed to Developer's interest in the Leasehold Estate or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the Leasehold Estate.

(c) During the Term of the Agreement, Developer shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required under this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

| | |
|---|---|
| **If to the City:**<br><br>City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner | **If to Developer:**<br><br>**Lathrop Preservation Phase IC, LP**<br>c/o Related Lathrop LLC<br>350 W. Hubbard Street, Suite 300<br>Chicago, Illinois 60654<br>Attention: Senior Vice-President Affordable Housing<br><br>and:<br><br>**Lathrop Preservation Phase IC, LP**<br>c/o Bickerdike Lathrop, LLC<br>2550 W. North Avenue<br>Chicago, Illinois 60647<br>Attention: Chief Executive Officer<br><br>with copies to:<br><br>**Applegate & Thorne-Thomsen, P.C.**<br>425 S. LaSalle Street, Suite 1900<br>Chicago, Illinois 60605<br>Attention: Bennett P. Applegate, Jr.<br><br>and<br><br>**Miner Barnhill & Galland P.C.**<br>325 N. LaSalle Street, Suite 350<br>Chicago, IL 60654<br>Attention: William Miceli, Esq. and Paul Balik, Esq. |
| With Copies To:<br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division | With Copies To:<br><br>If to the Limited Partner:<br><br>**Bank of America, N.A.**<br>MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Management (Lathrop IC) |

| | |
|---|---|
| | with copies to:<br><br>**Holland & Knight LLP**<br>10 St. James Avenue<br>Boston, MA 02116<br>Attention: Sara Heskett, Esq.<br><br>If to the Lender:<br><br>**Bank of America, N.A.**<br>Mail Code: IL4-110-10-01<br>Bank of America Tower Chicago<br>110 N Wacker Drive<br>Chicago, Illinois 60606<br>Attention: Timothy Wolf<br><br>with copies to:<br><br>**Bank of America, N.A.**<br>IL4-540-20-39<br>540 W Madison Street<br>Chicago, Illinois 60661<br>Attention: CREB Loan Administration Manager<br><br>and<br><br>**Tiber Hudson LLC**<br>1340 Smith Avenue, Suite 200<br>Baltimore, Maryland 21209<br>Attention: Matthew Grant, Esq.<br><br>If to CHA:<br><br>**Chicago Housing Authority**<br>60 East Van Buren Street<br>Chicago, Illinois 60605<br>Attention: Chief Executive Officer<br><br>with copies to:<br><br>**Chicago Housing Authority**<br>60 East Van Buren Street<br>Chicago, Illinois 60605<br>Attention: Office of the General Counsel |

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender providing Lender Financing. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

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

provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business

relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.21 Subordination to RAD Use Agreement. This Agreement is subject and subordinate in all respects to the RAD Use Agreement and all applicable HUD requirements for its Restore-Rebuild program (formerly known as the Faircloth-to-RAD program).

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

[DEVELOPER]

By:_____

Name:_____

Its:_____

CITY OF CHICAGO

By:_____

_____,

Commissioner of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of [**DEVELOPER**], an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, ____.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Commissioner of Planning and Development (the "Commissioner") of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, ____.

_____
Notary Public

My Commission Expires_____

(Sub)Exhibit "A", "B" and "C" referred to in this Lathrop Preservation IC L.P. Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Lathrop Preservation IC L.P. Redevelopment Agreement)

**Legal Description of the Leasehold Estate**

[Subject to Survey and Title Insurance]

Property Address:

Property identification numbers (PINs):

Legal Description:

*(Sub)Exhibit "B".*
(To Lathrop Preservation IC L.P. Redevelopment Agreement)

**Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)**

**Project Budget[3]**

**Uses**

| | |
|---|---|
| Buildings, Land Value & Transfer Stamps | 17,149,019 |
| Net Construction Costs | 155,950,134 |
| Building Permits | 330,000 |
| Other Construction | 0.00 |
| Contingency | 11,223,316 |
| Soil Testing | 175,000 |
| Environmental Remediation & Testing | 277,611 |
| Historic Consultant | 60,000 |
| Architect - Design | 4,514,332 |
| Architect - Supervision | See above |
| Blueprints & Reproductions | 75,000 |
| GC/Overhead/Profit | 18,714,016 |
| As-Is Plats & Surveys | 20,000 |
| Legal – Syndication | 120,000 |
| Accountant – 8609s | 32,500 |
| Accountant -- General | 125,000 |
| Legal - Organizational | 934,911 |
| Bond Fees | 559,500 |
| Appraisal | 47,750 |
| Market Study | 25,750 |
| Phase I Environ. & PNA Reports | 159,390 |
| TIF Consultant | 104,205 |
| Title & Recording Fees | 180,000 |
| Other Professional Fees | 417,000 |
| Tax Credit Issuer Fees | 760,000 |
| Application Fees | 70,000 |
| Construction Points | 1,895,000 |
| Bond Issuance Fee | 1,955,000 |
| Permit Expediter | 120,000 |
| Lender Legal Fees | 510,000 |
| Infrastructure | 1,740,750 |
| FF&E | 665,000 |
| Construction Interest | 11,584,854 |
| Other Lender Fees | 303,812 |
| Liability Insurance | 464,719 |
| Real Estate Taxes | 0.00 |
| Marketing & Leasing | 907,500 |
| Developer Fee | 13,600,000 |
| Reserves | 3,939,760 |
| **Total Uses** | **249,710,829** |

3 All amounts are subject to change prior to closing and upon DPD approval of such updated numbers.

**MBE/WBE Budget [4]**

| | |
|---|---|
| Project Hard Construction Costs | $ 174,664,150 |
| Project MBE Total at 26% | $ 45,412,679 |
| Project WBE Total at 6% | $ 10,479,849 |

TIF Eligible Costs: 100% Construction Costs of the rehabilitated affordable units and ½ of the new affordable Units = $73,048,217

4 The MBE/WBE budget is an estimate calculated as of the Closing Date. The final amounts will be based on the final hard construction costs of the Project.

**TIF-Funded Improvements**[5]

| | Historic Rehab | New Construction | Total |
|---|---|---|---|
| Trade Costs | $102,987,752 | $24,060,301 | $127,048,053 |
| GC Fees (12% of Trade Costs) | $12,358,530 | $2,887,236 | $15,245,766 |
| **Total** | **$115,346,282** | **$26,947,537** | **$142,293,819** |
| Total Units | 250 | 59 | 309 |
| # of Affordable Units (<60% AMI) | 141 | 35 | 176 |
| % Affordable | 56% | 59% | 57% |
| $ Amount of Total per % Affordable | $65,055,303 | $15,985,827 | $81,041,130 |
| % Applicable to TIF | 100% | 50% | |
| **Total TIF Eligible** | **$65,055,303** | **$7,992,914** | **$73,048,217** |

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

5 All amounts are subject to change prior to closing and upon DPD approval of such updated numbers.

*(Sub)Exhibit "C".*
(To Lathrop Preservation IC L.P. Redevelopment Agreement)

**List of Prior Expenditures**

[not attached for introduction]

EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH INSTITUTE OF CULTURAL AFFAIRS TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION OF PROJECT AT 4750 N. SHERIDAN RD.

[O2026-0024063]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance for the execution of an amended redevelopment agreement with The Institute of Cultural Affairs to amend the project financing sources, budget and scope for the rehabilitation project located at 4750 North Sheridan Road (46th Ward) (O2026-0024063), in an amount not to exceed: $2,000,000 TIF, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on June 27, 2001 and published at pages 62216 to 62320 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Lawrence/Broadway Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act") and said Plan was amended on December 16, 2024 and published at pages 22128 to 22130 of the *Journal* of such date; and

WHEREAS, ICA Landlord LLC, an Illinois limited liability company ("QALICB"), is a tenant pursuant to a long-term lease with the Owner (described below) on property generally located at 4750 North Sheridan Road, Chicago, Illinois 60640 (the "Site") which is within the Area; and

WHEREAS, The Institute of Cultural Affairs, an Illinois not-for-profit corporation (the "ICA"), is an affiliate of QALICB; and

WHEREAS, QALICB and ICA (collectively, the "Developer"') shall complete rehabilitation of a portion of the ground floor of The Institute of Cultural Affairs GreenRise building located at the Site (the "Facility");· and

WHEREAS, The rehabilitation of the Facility will include renovation of the ground floor space that is intended to be leased by the Illinois Department of Human Services and upgrades to associated mechanical systems, including plumbing, electrical and HVAC (the "Project"); and

WHEREAS, The Ecumenical Institute, an Illinois not-for-profit corporation (the "Owner"), owns the Site and consents to the rehabilitation of the Project; and

WHEREAS, The Developer has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to rehabilitation of the Project and to be financed in part by Incremental Taxes from the Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 16, 2022, and published at pages 56051 to 56117 of the *Journal* of such date, the City authorized the Developer as developer for the Project and authorized a redevelopment agreement between the City and the Developer for the rehabilitation of the Project (the "Original Redevelopment Agreement"); and

WHEREAS, The closing on the Original Redevelopment Agreement has not yet occurred; and

WHEREAS, In order to facilitate completion of the Project, the City and the Developer now desire to replace the Original Redevelopment Agreement to: (i) amend the sources of financing for the Project; (ii) amend the Project budget; and (iii) amend the scope of the Project, among other things; now, therefore,

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

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

SECTION 2. The Original Redevelopment Agreement shall be replaced with the replacement redevelopment agreement, substantially in the form attached hereto as Exhibit A (the "Redevelopment Agreement").

SECTION 3. The Commissioner of Planning and Development or a designee of the Commissioner are each hereby authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with Redevelopment Agreement.

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

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

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

*Exhibit "A".*
(To Ordinance)

*Redevelopment Agreement With The Institute Of Cultural Affairs-GreenRise.*

This Institute of Cultural Affairs-GreenRise Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2026, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and The Institute of Cultural Affairs, an Illinois not for profit corporation ("ICA"), and ICA Landlord LLC, an Illinois limited liability company ("QALICB") (ICA and QALICB are referred to herein collectively, as the "Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001, (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Lawrence/Broadway Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Lawrence/Broadway Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Lawrence/Broadway Redevelopment Project Area"; and (4) "An Ordinance of the City of Chicago, Illinois Approving an Amendment Redevelopment Plan for the Lawrence/Broadway Redevelopment Project Area" (the "TIF Amendment") (items(1)-(4) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: QALICB is a tenant pursuant to a long-term lease with The Ecumenical Institute, an Illinois not-for-profit corporation, the owner of certain property located within the Redevelopment Area at 4750 North Sheridan Road Chicago, Illinois 60640 (the "Acquisition") and legally described on Exhibit B hereto (the "Property"). ICA is an affiliate of QALICB and within the time frames set forth in Section 3.01 hereof, ICA and QALICB shall complete rehabilitation of The Institute of Cultural Affairs GreenRise building located on the Property (the "Facility"). The Owner intends to commit to a long-term lease for an approximately 11,000 square foot portion of the first floor of the Facility with the Illinois Department of Human Services. ICA is responsible for constructing the initial tenant build-out. The rehabilitation of the Facility will include upgrades to associated mechanical systems, including plumbing, electrical and HVAC, among other things. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Lawrence/Broadway Redevelopment Project Area Tax Increment Financing Plan (the "Redevelopment Plan"), included in the Plan Adoption Ordinance and published at pages 62219-62340 of the Journal of the Proceedings of the City Council, as amended on December 16, 2024 and published at pages 22128-22130 of the Journal of such date.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

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SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

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

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Occupancy and Operating Covenants (Section 8.06); (2) compliance with the Job Creation Goals (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that Chicago Sustainable Development Policy has been satisfied (Section 8.22); (7) compliance with the Increment and Rate of Return Reporting (Section 8.25), and (8) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

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

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Certificate of Occupancy" shall mean that certificate issued by the City's Department of Buildings regarding the occupancy of the Project.

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

"Chicago Sustainable Development Policy" shall mean the sustainable standards provided by the City in the Chicago Sustainable Development Policy Handbook.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

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

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" shall mean a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure a bridge loan and in form and substance acceptable to the City in its sole discretion.

'Completion Deadline" shall mean December 31, 2025.

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued.

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

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

"Construction Contract" shall mean that certain contract to be entered into between ICA and/or QALICB and the General Contractor providing for construction of the Project.

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

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

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

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

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

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

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company, Developer, and the City.

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

"Facility" shall have the meaning set forth in the Recitals hereof

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

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

"General Contractor" shall mean the general contractor(s) hired by Developer and/or subtenants pursuant to Section 6.01.

"Grant Funds" shall mean corporation and foundation donations provided to support the Project.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

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

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

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

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

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

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

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

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

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

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Private Contributions" shall mean donations from individuals provided to support the Project.

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

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

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

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

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

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the last day of the Compliance Period.

"TIF District Administration Fee" shall mean the fee described in Section 4.05 hereof.

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

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean the to be determined title company engaged by Developer in connection with the Project.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing QALICB as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 24 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Four Million Seventy Nine Thousand Three Hundred Twenty-Seven Dollars and No/100 ($4,079,327). Developer hereby certifies to the City that the City Funds and the Historic Tax Credits shall be sufficient to complete the Project. Developer hereby certifies to the City that the Historic Tax Credit equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Facility to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

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

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring

DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD may be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder; provided that, to the extent there is any disagreement between DPD's inspecting architect, DPD agrees to defer to such lender's inspecting architect.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

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

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $4,079,327 to be applied in the manner set forth in the Project Budget (the "Total Project Cost"). Such costs shall be funded from the following sources:

| | |
|---|---|
| Equity (subject to Sections 4.03(b) and 4.06) | $ 0 |
| City Funds (subject to Section 4.03) | $2,000,000 |
| Historic Tax Credit Equity | $2,079,327 |
| ESTIMATED TOTAL | $4,079,327 |

4.02 Developer Funds. Historic Tax Credit equity shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements incurred by Developer that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate.

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

| Source of City Funds | Maximum Amount |
|---|---|
| Incremental Taxes | $2,000,000 |

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Two Million Dollars ($2,000,000) or forty-eight and seven tenths percent (49.0%) of the actual total Project costs; and provided further, that the $2,000,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose.

City Funds derived from Incremental Taxes shall be available to pay such costs and allocated for such purposes only so long as the amount of the Incremental Taxes is sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (a) and (b) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.06.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in four (4) payments as follows:

(i) $600,000 upon the completion of 30% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) $600,000 upon the completion of 60% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation];

(iii) $600,000 upon the completion of 90% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) $200,000 upon issuance of Certificate.

(c) Reduction in City Funds. City Funds may be reduced if the final Total Project Cost falls below $4,079,327 and the City Funds will be reduced by $1.00 for every $1.00 shortfall.

4.04 Requisition Form. Prior to the request for payment of City Funds, Developer shall provide DPD with a Requisition Form as provided Exhibit L, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD).

Developer has provided DPD with a copy of the Escrow Agreement, if any and will provide DPD copies of disbursement requests pursuant to it upon written request.

4.05 TIF District Administration Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

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

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit a Requisition Form and documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

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

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 7 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Historic Tax Credit equity in the amount set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Developer has delivered to

DPD a copy of the construction Escrow Agreement. Any liens against the Property in existence at the Closing Date, other than Permitted Liens, have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Clerk of Cook County.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the QALICB as the named insured, or any other party as required by the City. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase or lease of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto to the extent requested by DPD.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer): The Institute of Cultural Affairs and ICA Landlord LLC, and the owner's name, The Ecumenical Institute, showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

| **Jurisdiction** | **Searches** |
|---|---|
| Secretary of State | UCC, Federal tax |
| Cook County Recorder | UCC, Fixtures, Federal tax, State tax, Memoranda of judgments |
| U.S. District Court | Pending suits and judgments |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

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

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

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

5.10 Lease. Prior to the Closing Date, the Developer must have provided the City with a copy of each tenant or ground lease, lease termination agreement, tenant relocation plan,

operating lease, synthetic lease, if any, and any other lease associated with the Project then in existence.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for the last three most recent fiscal years and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project.

5.13 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Each of ICA and QALICB has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which ICA and QALICB are qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; its by-laws; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of

Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Davis Bacon), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection

with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

- Evidence acceptable to DPD that the Total Project Cost is equal to, or in excess of, $4,079,327. As described in Section 4.03(c), the City Funds will be reduced on a dollar for dollar basis if the Total Project Cost is less than $4,079,327; and

- Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $2,000,000); and

- Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the developer has complied with building permit requirements for the Project; and

- Evidence acceptable to DPD that the Project is in compliance with the Chicago Sustainable Development Policy, and

- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and prevailing wages as required under Section 8.09).

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.06 (d) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence)

throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, including the dates for commencement and completion of the Project, described in Section 3.01, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and any other agreements to which the City and Developer are parties; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to cease all disbursement of City Funds not yet disbursed pursuant hereto and the right to seek reimbursement from Developer for City Funds paid to Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) ICA is an Illinois not-for-profit corporation and QALICB is an Illinois limited liability company, each duly organized, validly existing, qualified to do business in its state of incorporation and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by each of ICA and QALICB of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation/Articles of Organization or by-laws/partnership agreement/operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, QALICB shall acquire and shall maintain good, indefeasible and merchantable fee simple or leasehold title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof)

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money for the Project to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of ICA or QALICB, as applicable, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of ICA and QALICB since the date of Developer's most recent Financial Statements;

((j) during the Term of the Agreement, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached to the Property, except Lender Financing disclosed in the Project Budget;

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

(p) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in connection with the Lender Financing, the enforcement thereof, or accordance with the terms of Section 16 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(q) The covenants listed in this Section 8 pertaining to transfers, shall not apply to a transfer of ownership interest from QALICB or ICA to one of QALICB's or ICA's subsidiaries or affiliates through a quitclaim deed.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

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

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer, any lender providing Lender Financing or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation Goals and Retention; Operations Covenant; Occupancy Covenant.

(a) Developer will aspire to create and maintain thirty- four (34) new full-time equivalent, permanent jobs, one hundred thirty-one (31) temporary full-time equivalent, construction jobs at the Project and maintain thirty-four full-time equivalent positions at the Project throughout the Compliance Period. Developer agrees to report the number of jobs projected to be created by the Project at the Closing Date. Developer agrees to report the number of jobs to date created by the Project. Developer's failure to reach the afore-stated goals will not constitute an Event of Default under this Agreement.

(b) Developer shall maintain no less than 75% of the Project occupied by operational businesses throughout the duration of the Compliance Period. During the Compliance Period, Developer shall be entitled to two (2) nonconsecutive one year cure periods arising from a breach of the occupancy covenant listed in this Section 8.06 (b), and each such one year period, shall be recognized as a ("Cure Period"). During the Cure Period, DPD is not required to make a payment of City Funds. Once cured, any default year by Developer shall not count towards the required term of the Compliance Period or any other obligation of the Developer under this Agreement. If two (2) defaults have occurred and both have been independently cured, then, any subsequent default shall constitute an Event of Default without notice or opportunity to cure

(c) ICA hereby covenants and agrees to maintain its operations within the City of Chicago at the Property for the duration of the Compliance Period.

(d) Developer shall continuously operate the entirety of the Project as a cultural establishment that provides recreational, social services and/or educational opportunities which complement and revitalize the area in which it is located for

the duration of the Compliance Period, with the exception of recognized holidays or other closures in the normal course of business. The operations covenant set forth in this Section 8.06(d) shall run with the land and be binding upon any permitted transferee, if any.

During the Compliance Period, the Developer shall, at the time of filing the Annual Compliance Report, to provide DPD with a notarized affidavit certifying to its compliance with this Section 8.06 for the 12 month period ending the day prior to the date of such filing date of such certificate.

8.07 Employment Opportunity. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ending in 2022 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale

or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

8.20 Annual Report(s). (a) prior to the issuance of the Certificate, Developer shall submit to DPD the Annual Compliance Report with the annual requisition form. If the report is not received sixty (60) days prior to the anticipated payment dates, the City will provide written notice to developer, after which the Developer will have ten (10) days to file the report with DPD. Developer's failure to submit the report in a timely manner will result in delay payments of City Funds until any and all deficiencies are cured.

(b) Beginning with the issuance of the Certificate and continuing throughout the Compliance Period, Developer shall submit to DPD the Annual Compliance Report on each anniversary of the Closing Date after the end of the calendar year to Compliance relates.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Chicago Sustainable Development Policy. Developer shall provide evidence acceptable to the City that it has complied with the Chicago Sustainable Development Policy for the Project within one year after the date of the issuance of the Certificate.

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer

covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.21, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

8.24 Recapture of TIF Assistance.

(a) Except in connection with any transfer of the Project from QALICB to ICA or an affiliate thereof (1) if the sale, transfer or refinance of the Project or any part thereof occurs during the Compliance Period (each happening being a "Capital Event") while QALICB or ICA is the seller of the Project, Developer agrees to pay and remit to the City up to an amount equal to 100% of the total amount of City Funds paid to Developer as of the closing date of such transaction, but not more than the amount of the net proceeds of any such sale, transfer or refinancing (the "Excess Proceeds"), on the closing date of such sale or transfer and (2) if there is a Capital Event and any person or entity other than the QALICB and ICA is the seller of the Project, then such person or entity agrees to pay and remit to the City up to an amount equal to 100% of the total amount of City Funds paid to Developer as of the closing date of such transaction from the Excess Proceeds on the closing date of such sale or transfer.

(b) Any recaptured City Funds received by the City shall be deposited into a separate account within the TIF Fund and shall be used for Redevelopment Project Costs.

(c) Any City Funds subject to recapture that become due and owing to the City pursuant to Section 8.24(a) due to the occurrence of a Capital Event shall be paid by Developer on the closing date of such Capital Event.

(d) This Section 8.24 shall be in effect until a Capital Event in which Developer is no longer in control of the entire Project. With respect to Capital Event of less than the entire Project, such successor shall not have any obligations or liabilities under this Section 8.24 provided the Developer shall continue to have obligations under this Section 8.24 with respect to the portion of the Project that was not subject to the Capital Event.

(e) This section shall not apply to any refinancing of the Project provided that no funds are disbursed to the Developer.

(f) The Commissioner of DPD shall have discretion to consent to a waiver of the preceding requirement in Section 8.24 (a) if the Excess Proceeds from such a Capital Event are used for the development of a future phase of the Project in the Redevelopment Area, which consent shall be in the Commissioner's sole discretion.

8.25 Increment and Rate of Return Reporting. Developer agrees to report the increment projected to be created by the Project at the Closing Date. Developer agrees to report the Project's rate of return. The rate of return report shall be independently verified by a third party chosen by the City.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon

race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are

employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

Developer shall cause or require the provisions of this Section 10.02 to be included in the Construction Contract and all subcontracts related to the Construction Contract.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 26 percent by MBEs.
(2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in

determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement, and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities,

damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, including, be not limited to Section 8.27; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, subject to the rights of tenants under their respective leases, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

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

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

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof to the extent not promptly resolved;

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

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of default under the Lender Financing, which default is not cured within any applicable cure period and with respect to which the applicable lender delivers written notice of its intent to foreclose its mortgage, unless such Lender gives written notice to the City that such lender (or its successors, assigns or designees) shall, upon taking possession of the Property, accept the obligations and liabilities of "Developer" under this Agreement as set forth in Section 16 below;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) Notwithstanding the covenants contained in Section 8.01 (j), prior to the issuance of the Certificate, the sale or transfer of all of the ownership interests of Developer without the prior written consent of the City;

(l) the failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) the failure of Developer to obtain the Certificate within 36 months of the Closing Date, or

(n) failure of the Developer to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Compliance Period as provided in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, and seek reimbursement of any City Funds from ICA. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages from ICA, injunctive relief or the specific performance of the agreements contained herein.

Upon the occurrence of an Event of Default under Section 15.01 (n), Developer shall be obligated to pay to the City the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default under Section 15.01 (n) where the City intends to exercise the remedy to terminate this Agreement, suspend disbursement of City Funds, or reduce any payments under this Agreement, the City shall provide notice and an opportunity to cure as provided in Section 15.04(b).

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, Chicago Sustainable Development Policy, the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed

to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no notice or cure period for the Developer under this Section 15.03 with respect to Developer's failure to comply with the operation covenant in Section 8.06 (d) and Developer's failure to submit the Annual Compliance Report by the time specified in Section 8.20 hereof. Notwithstanding the foregoing contained in this Section in the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred to the extent Developer is unable to perform such requirement as a result of a government mandated construction freeze.

15.04 Lender Notice and Cure Right. To the extent that Lender Financing and/or any other Project financing is derived from a tax credit investment, including but not limited to the New Markets Tax Credit, Historic Tax Credit and the Low-Income Housing Tax Credits, 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 or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing the Lender Financing, and each of the lenders providing the Lender Financing shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the lenders of such notice from the City; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the lenders within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the party seeking such cure must continue diligently to pursue such cure and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City and any Existing Mortgage is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of rights and remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee or designee thereof or foreclosure purchaser shall succeed to Developer's interest in the Property or any portion thereof or otherwise succeed to Developer's interest in the collateral provided for such loan pursuant to the exercise of rights and remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer"; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage or designee thereof or foreclosure purchaser does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

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

| **If to the City**: | **If to Developer**: |
|---|---|
| City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner | The Institute of Cultural Affairs<br>ICA Landlord LLC<br>4750 North Sheridan Road<br>Chicago, Illinois 60640<br>Attention: Lesley Showers |
| With Copies To:<br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division | With Copies To:<br><br>Baker & Hostetler LLP<br>127 Public Square, Suite 2000<br>Cleveland, Ohio 44114<br>Attention: Nathan Ware |

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties

hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of any lender holding Lender Financing. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 Real Estate Provisions and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**THE INSTITUTE OF CULTURAL AFFAIRS,**
an Illinois not for profit corporation

By:_____
Name: _____
Its: Executive Director

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the Executive Director of The Institute of Cultural Affairs, an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires_____

(SEAL)

**ICA LANDLORD LLC,**
an Illinois limited liability company

By:_____
Name: _____
Its:

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of ICA Landlord LLC, an Illinois limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___day of _____, 2026.

_____
Notary Public

My Commission Expires_____

(SEAL)

**CITY OF CHICAGO**

By:_____
Ciere Boatright
Commissioner of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Cire Boatright, personally known to me to be the Commissioner of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 2026.

_____
Notary Public

My Commission Expires_____

(SEAL)

This Agreement is acknowledged and consented to:

The Ecumenical Institute

By: _____
Lesley Showers

Executive Director

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lesley Showers, personally known to me to be the Executive Director of The Ecumenical Institute (the "Property Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the Property Owner, as her free and voluntary act and as the free and voluntary act of the Property Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 2026.

_____
Notary Public

My Commission Expires_____

(SEAL)

[(Sub)Exhibits "D" and "I" referred to in this Redevelopment Agreement intentionally omitted at time of printing.]

[(Sub)Exhibit "K" referred to in this Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibits "A", "E", "F" and "N" referred to in this Redevelopment Agreement to be attached at closing.]

(Sub)Exhibits "B", "C", "G", "H-1, "H-2", "J", "L" and "M" referred to in this Redevelopment Agreement read as follows:

*(Sub)Exhibit "B".*
(To Redevelopment Agreement)

Property [subject to survey and title insurance]:

Lots 1 to 5, both inclusive, in William Deering's Surrender Subdivision in the west ½ of the northeast ¼ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

4750 North Sheridan Road
Chicago, Illinois 60640.

Permanent Index Number:

14-17-203-013-0000.

*(Sub)Exhibit "C".*
(To Redevelopment Agreement)

*TIF-Funded Improvements.*

| | Total Project | MBE/WBE | TIF-Eligibles |
|---|---|---|---|
| **Total Acquisition Costs** | **$0** | | **$0** |
| | | | |
| **Hard Costs** | | | |
| *Building Sitework* | $11,719 | $11,719 | $11,719 |
| *Shell* | $459,307 | $459,307 | $459,307 |
| *Interiors* | $446,297 | $446,297 | $446,297 |
| *Services* | $1,092,813 | $1,092,813 | $1,092,813 |
| *Hard Cost Contingency* | $204,704 | $204,704 | |
| **Total Hard Costs** | **$2,214,840** | **$2,214,840** | **$2,010,136** |
| | | | |
| **Soft Costs** | | | |
| *Architecture & Engineering* | $899,000 | | $899,000 |
| *Other Professional Services* | $826,000 | | $749,658 |
| *Construction Management* | $85,000 | | $77,144 |
| *Permits & Titles* | $17,576 | | |
| *General Conditions & Requirements* | $36,911 | | $33,500 |
| **Total Soft Costs** | **$1,864,487** | | **$1,759,301** |
| | | | |
| **Total** | **$4,079,327** | **$2,214,840** | **$3,769,437** |
| | | | |
| ***Project MBE Total at 26%*** | | **$575,858** | |
| ***Project WBE Total at 6%*** | | **$132,890** | |

NOTE: Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of $2,000,000 or 49.0% of the Project Budget.

*(Sub)Exhibit "G".*
(To Redevelopment Agreement)

*Permitted Liens.*

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the leasehold owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any; provided that (i) Developer may provide a lien against its assets to the Historic Tax Credit Investor in connection with guaranties against recapture of Historic Tax Credits, respectively, and (ii) Developer may incur liens and encumbrances arising from purchase money debt or trade payables incurred in the ordinary course of business.

3. Liens permitted pursuant to that certain Lease dated December 28, 2017, by The Ecumenical Institute, as landlord, and QALICB, as tenant, pursuant to which QALICB holds leasehold title to the Property.

4. Liens arising from special assessments in connection with PACE financing for the Project.

5. Liens arising from refinancing of any of the foregoing.

*(Sub)Exhibit "H-1".*
(To Redevelopment Agreement)

*Project Budget.*

| | *Total Project* | *MBE/WBE* | *TIF-Eligibles* |
|---|---|---|---|
| **Total Acquisition Costs** | **$0** | | **$0** |
| **Hard Costs** | | | |
| *Building Sitework* | $11,719 | $11,719 | $11,719 |
| *Shell* | $459,307 | $459,307 | $459,307 |
| *Interiors* | $446,297 | $446,297 | $446,297 |
| *Services* | $1,092,813 | $1,092,813 | $1,092,813 |
| *Hard Cost Contingency* | $204,704 | $204,704 | |
| **Total Hard Costs** | **$2,214,840** | **$2,214,840** | **$2,010,136** |
| **Soft Costs** | | | |
| *Architecture & Engineering* | $899,000 | | $899,000 |
| *Other Professional Services* | $826,000 | | $749,658 |
| *Construction Management* | $85,000 | | $77,144 |
| *Permits & Titles* | $17,576 | | |
| *General Conditions & Requirements* | $36,911 | | $33,500 |
| **Total Soft Costs** | **$1,864,487** | | **$1,759,301** |
| **Total** | **$4,079,327** | **$2,214,840** | **$3,769,437** |
| | ***Project MBE Total at 26%*** | **$575,858** | |
| | ***Project WBE Total at 6%*** | **$132,890** | |

*(Sub)Exhibit "H-2".*
(To Redevelopment Agreement)

*MBE/WBE Budget.*

| | *Total Project* | *MBE/WBE* | *TIF-Eligibles* |
|---|---|---|---|
| **Total Acquisition Costs** | **$0** | | **$0** |
| **Hard Costs** | | | |
| *Building Sitework* | $11,719 | $11,719 | $11,719 |
| *Shell* | $459,307 | $459,307 | $459,307 |
| *Interiors* | $446,297 | $446,297 | $446,297 |
| *Services* | $1,092,813 | $1,092,813 | $1,092,813 |
| *Hard Cost Contingency* | $204,704 | $204,704 | |
| **Total Hard Costs** | **$2,214,840** | **$2,214,840** | **$2,010,136** |
| **Soft Costs** | | | |
| *Architecture & Engineering* | $899,000 | | $899,000 |
| *Other Professional Services* | $826,000 | | $749,658 |
| *Construction Management* | $85,000 | | $77,144 |
| *Permits & Titles* | $17,576 | | |
| *General Conditions & Requirements* | $36,911 | | $33,500 |
| **Total Soft Costs** | **$1,864,487** | | **$1,759,301** |
| **Total** | **$4,079,327** | **$2,214,840** | **$3,769,437** |
| ***Project MBE Total at 26%*** | | **$575,858** | |
| ***Project WBE Total at 6%*** | | **$132,890** | |

*(Sub)Exhibit "J".*
(To Redevelopment Agreement)

*Opinion Of Developer's Counsel.*

[To be retyped on Developer's Counsel's letterhead]

—, ——

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to The Institute of Cultural Affairs, an Illinois not-for-profit corporation and ICA Landlord LLC, an Illinois limited liability company ("QALICB") (collectively, the "Developer"), in connection with rehabilitation of The Institute of Cultural Affa rs GreenRise building at 4750 N. Sheridan Road, Chicago, Illinois located in the Lawrence/Broadway Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) The Institute of Cultural Affairs-GreenRise Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");

(b) the Escrow Agreement of even date herewith executed by Developer;

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and

conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's [Articles of Incorporation or By-Laws] [describe any formation documents if Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

*(Sub)Exhibit "L".*
(To Redevelopment Agreement)

*Requisition Form.*

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

The affiant, The Institute of Cultural Affairs, an Illinois not-for-profit corporation ("ICA") and ICA Landlord LLC, an Illinois limited liability company ("QALICB") collectively, referred as "Developer", hereby certifies that with respect to that certain The Institute of Cultural Affairs-GreenRise Redevelopment Agreement between ICA and QALICB, collectively being referred as "Developer", and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made:

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

$_____

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

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

E. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer (as defined in the Agreement) is in compliance with all applicable covenants contained herein.

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

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

**THE INSTITUTE OF CULTURAL AFFAIRS**

By:_____

Name: _____

Title:_____

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

_____
My commission expires:_____

**ICA LANDLORD, LLC**

By:_____

Name: _____

Title:_____

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

_____
My commission expires:_____

*(Sub)Exhibit "M".*
(To Redevelopment Agreement)

*Form Of Subordination Agreement.*

This document prepared by and after recording return to:
Charles E. Rodgers, Jr., Esq.
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

SUBORDINATION AGREEMENT

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

W I T N E S E T H:

WHEREAS, The Institute of Cultural Affairs, an Illinois not-for-profit corporation ("ICA") is a tenant pursuant to a long-term lease on certain real property located within the Lawrence/Broadway Redevelopment Area at 4750 N. Sheridan Road Chicago, Illinois 60640 (the "Property") and together with the property owner, ICA Landlord, LLC, an Illinois limited liability company ("QALICB") collectively, (the "Developer") the Developer shall complete rehabilitation of The Institute of Cultural Affairs GreenRise building (the "Facility") which houses a cultural center that serves the surrounding community. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined in the Redevelopment Agreement are collectively referred to as the ("Project"). The Project will also include office space for ICA's operations.

WHEREAS, [QALICB will lease the Project to ICA];

WHEREAS, [describe financing and security documents](all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

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

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to (a) receive, and Developer's obligation to make, payments and prepayments of principal and interest on the Note or any other amounts payable pursuant to the Loan Documents, or (b) exercise its rights and remedies pursuant to the Loan Documents except as provided herein. The City acknowledges that each mortgage entered into by Lender pursuant to Lender Financing, as that term is defined in the Redevelopment Agreement, shall be deemed to be a Permitted Mortgage, as such term is defined in the Redevelopment Agreement.

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

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

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

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

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

| **If to the City**: | **If to Developer**: |
|---|---|
| City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner | The Institute of Cultural Affairs<br>ICA Landlord LLC<br>4750 North Sheridan Road<br>Chicago, Illinois 60640<br>Attention: Lesley Shower |
| With Copies To:<br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division | With Copies To:<br><br>Baker & Hostetler LLP<br>127 Public Square, Suite 2000<br>Cleveland, Ohio 44114<br>Attention: Nathan Ware |
| If to the Lender | |
| With Copies To | |

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

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

IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

[LENDER], [a national banking association]

By:

Its:_____

CITY OF CHICAGO

By:

Its: Commissioner of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, ____

[Developer], a _____

By:

Its:

Exhibit to Subordination Agreement – Legal Description

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Ciere Boatright, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires

(SEAL)

AUTHORIZATION FOR ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR WORKFORCE SOLUTIONS PROGRAM.

[SO2026-0024038]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the allocation of Tax Increment Financing (TIF) funds for the Workforce Solutions Program (SO2026-0024038), for the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 14th, 15th, 16th, 17th, 18th, 20th, 21st, 22nd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 39th, 40th, 45th, 46th, 47th, 48th, 49th and 50th Wards, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects and undertakings that help eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for workforce training projects; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on July 31, 2002 and published at pages 91192 through 91211 of the *Journal of the Proceedings of the City Council of the City of Chicago* for said date, as amended, the City authorized the establishment of a workforce training program known as the Workforce Solutions program (the "Program") to provide tax increment financing assistance (the "TIF Funding") to reimburse certain of the eligible costs of training, retraining and upgrading the skills of the employees of qualified businesses located within commercial, industrial and/or mixed-use redevelopment project areas within the City that have been created pursuant to the Act (the "Areas"); and

WHEREAS, The Program is administered by the City's Department of Planning and Development ("DPD"); and

WHEREAS, DPD has allocated TIF Funding to the Areas in the amounts set forth in Exhibit A attached hereto and incorporated herein; now, therefore,

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

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

SECTION 2. The allocation by DPD of TIF Funding to certain Areas in the amounts set forth in Exhibit A hereto is hereby approved. Such funding, when spent in connection with implementing the Program, are proper redevelopment project costs under the Act.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

*Exhibit "A".*

*TIF Finding.*

| TIF DISTRICT | Proposed Amount |
|---|---|
| 107th/Halsted | $500,000 |
| 116th/Avenue O | $275,000 |
| 119th and Halsted | $100,000 |
| 24th/Michigan | $500,000 |
| 26th & King Drive | $275,000 |
| 35th/State | $275,000 |
| 43rd Street/Cottage Grove Avenue | $500,000 |
| 47th/State | $375,000 |
| 51st and Lake Park | $275,000 |
| 71st & Stony Island | $350,000 |
| 73rd/University | $500,000 |
| 79th Street Corridor | $500,000 |
| 79th/Vincennes | $100,000 |
| Addison South | $500,000 |
| Archer/Western | $1,000,000 |
| Armitage/Pulaski | $300,000 |
| Austin Commercial | $500,000 |
| Avondale | $500,000 |
| Belmont/Central | $1,250,000 |
| Bronzeville | $250,000 |
| Bryn Mawr/Broadway | $500,000 |
| Canal/Congress | $500,000 |
| Central West | $750,000 |
| Cicero/Stevenson | $275,000 |
| Clark/Montrose | $600,000 |
| Cortland and Chicago River | $350,000 |
| Devon/Sheridan | $500,000 |
| Diversey/Narragansett | $100,000 |
| Division/Homan | $100,000 |
| Elston/Armstong Industrial Corridor | $200,000 |
| Englewood Neighborhood | $200,000 |
| Ewing Avenue | $100,000 |
| Fullerton/Milwaukee | $500,000 |

| | |
|---|---|
| Goose Island | $275,000 |
| Greater Southwest Industrial (East) | $200,000 |
| Harrison/Central | $300,000 |
| Hollywood/Sheridan | $400,000 |
| Homan-Arthington | $275,000 |
| Kennedy/Kimball | $400,000 |
| Kinzie Industrial Conservation Area | $1,500,000 |
| Lakefront | $275,000 |
| Lawrence/Broadway | $300,000 |
| Lawrence/Kedzie | $1,000,000 |
| Lincoln Avenue | $650,000 |
| Little Village Industrial Corridor | $400,000 |
| Little Village East | $500,000 |
| Madden/Wells | $275,000 |
| Madison/Austin Corridor | $750,000 |
| Near North | $600,000 |
| North Pullman | $400,000 |
| Ogden/Pulaski | $750,000 |
| Pilsen | $1,000,000 |
| Pratt/Ridge Industrial Park Conservation Area | $275,000 |
| Roosevelt/Cicero | $600,000 |
| Roosevelt/Clark | $275,000 |
| Roosevelt/Racine | $275,000 |
| Sanitary Drainage and Ship Canal | $275,000 |
| South Chicago | $275,000 |
| Stevenson/Brighton | $300,000 |
| Stockyards Southeast Quadrant Industrial | $500,000 |
| Stony Island Avenue Commercial and Burnside Industrial Corridors | $450,000 |
| Touhy/Western | $350,000 |
| Washington Park | $275,000 |
| West Woodlawn | $250,000 |
| Western/Ogden | $750,000 |
| Woodlawn | $300,000 |
| | |
| TOTALS | $28,900,000 |

ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS AND OTHER FINANCIAL ASSISTANCE TO HUB32 LLC FOR DEVELOPMENT OF HUB32 PROJECT AT 201 N. KEDZIE AVE., 3201 W. LAKE ST. AND 3209 W. LAKE ST.

[SO2026-0024073]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the issuance of financial assistance and acquisition of City Parcels located at 201 North Kedzie Avenue, 3201 West Lake Street and 3209 West Lake Street to HUB32 LLC for the development of the HUB32 project (28th Ward) (SO2026-0024073), in an amount not to exceed: $10,000,000 Multi-Family and $14,500,000 TIF, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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 (the "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 of Housing ("DOH"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to HUB32 LLC, an Illinois limited liability company (the "Borrower"), of which HUB32 Manager LLC, an Illinois limited liability company, is the managing member (the "Managing Member"), in an amount not to exceed $10,000,000 (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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on May 17, 2000, and published at pages 30775 -- 30925 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, a certain redevelopment plan and project (as amended, the "Plan") for the Midwest Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 17, 2000, and published at pages 30926 -- 30939 of the *Journal* for such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on May 17, 2000, and published at pages 30940 -- 30953 of the *Journal* for such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Borrower intends to acquire, pursuant to a separate vacation and dedication ordinance (the "Alley Ordinance"), title to that certain to-be-vacated public alley legally described in Exhibit B (the "To-Be-Vacated Alley"); and

WHEREAS, The Borrower intends to purchase from the City certain property located within the Area at 201 North Kedzie Avenue, Chicago, Illinois 60612, 3209 West Lake Street, Chicago, Illinois 60612, and 3201 West Lake Street, Chicago, Illinois, 60612, and legally described on Exhibit B (the "City Parcels"; the To-Be-Vacated Alley, together with the City Parcels, the "Property" and the Borrower intends to commence and complete construction of one building containing a total of 51 units, of which 51 units will be affordable apartments for low-income families (together with related common areas along with commercial space, the "Project"); and

WHEREAS, After the Borrower acquires the Property, the Borrower intends to dedicate a portion of Parcel 1 of the City Parcels (as described on Exhibit B) for a 16-foot north/south alley pursuant to the Alley Ordinance; and

WHEREAS, The appraised fair market value of the City Parcels as of July 2023 is Two Hundred Forty Thousand Dollars ($240,000.00), and the Borrower has submitted a proposal to DOH, pursuant to which the City would convey the City Parcels for $1.00 to the Borrower for use in the Project; and

WHEREAS, The City, through its Department of Planning and Development ("DPD"), issued a Request for Proposals ("RFP") for the City Parcels for sale to the public; and

WHEREAS, DPD received three (3) submissions to the RFP, one of which affiliates of the Borrower submitted; and

WHEREAS, DPD evaluated the submissions on the basis of the criteria set forth in the RFP and determined that the submission affiliated with the Borrower best satisfied the goals and objectives of the RFP; and

WHEREAS, Pursuant to its Resolution 26-CDC-04 adopted by the Community Development Commission of the City of Chicago (the "Commission") on February 10, 2026, the Commission recommended designation of the Borrower as the developer for the Project and authorized the City to negotiate, execute, and deliver a redevelopment agreement with the Borrower for the Project; and

WHEREAS, The Borrower will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement (the "Redevelopment Agreement") to be executed by the Borrower and the City, with the Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Midwest Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.48(b) of the Act ("Incremental Taxes"); 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 Housing (the "DOH Commissioner") and a designee of the DOH Commissioner (collectively, the "Authorized DOH 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 DOH 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 DOH Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Project or the Property.

SECTION 4. Upon the approval of the Additional Financing, the Commissioner of Planning and Development or a designee thereof (the "Authorized DPD Officer") is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement with the Borrower, and such other supporting documents as may be necessary to carry out and comply with the provisions of such agreements, with such changes, deletions and insertions as shall be approved by the persons executing such agreements. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit C and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized DPD Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 5. The City Council hereby finds that the City is authorized to loan an aggregate amount not to exceed $14,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund to the Borrower to finance a portion of the eligible costs included within the Project, including securing any portion of the Additional Financing. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 5.

SECTION 6. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the Authorized DOH Officer, the Authorized DPD Officer and the other officers of the

City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 7. The conveyance of the City Parcels to the Borrower for $1.00 is hereby approved. The Mayor or a proxy of the Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the City Parcels to the Borrower, or to a land trust of which the Borrower is the sole beneficiary, or to an entity of which the Borrower is the sole owner and the controlling party, or to an entity with the same owners (including percentages of ownership interest) and controlling parties as the Borrower, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 8. 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 9. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Project And Financing.*

| | |
|---|---|
| Borrower: | HUB32 LLC, an Illinois limited liability company, of which HUB32 Manager LLC, an Illinois limited liability company, is the managing member. |
| Project: | Acquisition of land and construction of one building generally located at 201 North Kedzie Avenue, Chicago, Illinois 60612, 3209 West Lake Street, Chicago, Illinois 60612, 3201 West Lake Street, Chicago, Illinois, 60612 (the "City Parcels" and, together with that certain to-be-vacated public alley legally described in Exhibit B, the "Property") |

containing a total of 51 units, of which 51 units will be affordable apartments for low-income families (together with related common areas along with commercial space, the "Project").

Affordable Housing Loan:

Source: Multi-Family Program Funds.

Amount: Not to exceed $10,000,000.

Term: 35 years plus construction period or such other term acceptable to the Authorized DOH Officer.

Interest: Zero percent per annum or such interest rate as may be acceptable to the Authorized DOH Officer.

Security: Non-recourse loan(s); second mortgage on the Property (the "City Mortgage").

Additional Financing:

1. Senior Loan (the "Senior Loan"):

Construction Period:

Amount: Approximately $15,000,000 or such other amount acceptable to the Authorized DOH Officer.

Term: 24 months plus one six-month extension or such other term that is acceptable to the Authorized DOH Officer.

Source: A to-be-determined bank acceptable to the Authorized DOH Officer.

Interest: A to-be-determined variable rate acceptable to the Authorized DOH Officer.

Security: Mortgage on the Property senior to the lien of the City Mortgage.

Permanent Period:

Amount: Approximately $680,000 or such other amount acceptable to the Authorized DOH Officer.

Term: 17 years or such other term that is acceptable to the Authorized DOH Officer.

Source: A to-be-determined bank acceptable to the Authorized DOH Officer.

Interest: A to-be-determined rate acceptable to the Authorized DOH Officer.

Security: Mortgage on the Property senior to the lien of the City Mortgage.

** refinancing of the permanent period loan is permitted provided the principal amount does not exceed the principal amount of the loan at the time of refinancing (excluding any amounts having been advanced by the senior lender for the protection of its security interest); the interest rate does not exceed the market rate of interest for comparable loans at the time of refinancing; and the projected debt service coverage ratio exceeds the debt service coverage ratio required (if any) to be maintained under the City's Loan.

2. TIF Loan:

Amount: Not to exceed $14,500,000.

Term: 35 years plus construction period or such other term that is acceptable to the Authorized DPD Officer.

Source: TIF Funds loaned to the Borrower pursuant to a redevelopment agreement.

Interest: Zero percent per annum or such interest rate as may be acceptable to the Authorized DPD Officer.

Security: Mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized DPD Officer.

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Editor's note: Footnote has no corresponding asterisks in original document.

3. Energy Grant/Loan:

Amount: Approximately $304,331 or such other amount acceptable to the Authorized DOH Officer.

Term: 35 years plus construction period or such other term that is acceptable to the Authorized DOH Officer.

Source: ComEd grant to the Borrower or to a to-be-determined grantee acceptable to the Authorized DOH Officer; provided that the funds will then be loaned to the Borrower, or another source acceptable to the Authorized DOH Officer.

Interest: Zero percent per annum or such interest rate as may be acceptable to the Authorized DOH Officer.

Security: Mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized DOH Officer.

4. Tax Credit Equity:

Amount: Approximately $15,617,188 or such other amount acceptable to the Authorized DOH Officer.

Source: To be derived from the syndication of low-income housing tax credits allocated by the City.

5. General Partner Equity:

Amount: $100.

Source: General Partner.

*Exhibit "B".*
(To Ordinance)

*Legal Description Of The Property.*

[Subject To Survey And Title Insurance]

*Legal Description Of The City Parcels.*

Parcel 1:

Legal Description:

The east 106.9 feet, south of alley of Block 16 in Castle's Subdivision of the east 15 acres of the east ½ of the southeast ¼ of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

201 North Kedzie Avenue
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-060-0000.

Parcel 2:

Legal Description:

The west 62.43 feet of the east 108.43 feet (measured on the south line of Lake Street) north of alley of Block 16 in Castle's Subdivision of the east 15 acres of the southeast ¼ south of Lake Street of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

3209 West Lake Street
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-032-0000.

Parcel 3:

Legal Description:

Lot 1 in the subdivision of Blocks 9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 in Castle's Subdivision of the east 15 acres of the east ½ of the southeast ¼ of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

3201 West Lake Street
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-033-0000.

Legal Description Of The To-Be-Vacated Alley:

That part of the 16-foot alley in Block 16 in Castle's Subdivision of the east 15 acres of the southeast quarter south of Lake Street of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, a portion of which is adjacent to and south of Lot 1 in the subdivision of Blocks 9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 in Castle's Subdivision of the east 15 acres of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at the southeast corner of said Lot 1, said point being also the intersection of the north line of said 16-foot alley in Block 16 with the west line of North Kedzie Avenue; thence south 01 degree, 41 minutes, 07 seconds east along said west line, 16.02 feet to the south line of said 16-foot alley in Block 16; thence north 88 degrees, 32 minutes, 21 seconds west along said south line, 87.10 feet to the northerly extension of a line 16.00 feet east of and parallel with the east line of Lot 19 in the subdivision of Blocks 9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 in said Castle's Subdivision; thence north 01 degree, 38 minutes, 39 seconds west along said northerly extension of said parallel line, 16.02 feet to the north line of said 16-foot alley in Block 16; thence south 88 degrees, 32 minutes, 21 seconds east along said north line, 87.09 feet to the point of beginning, all in Cook County, Illinois, said above described parcel containing 1,393 square feet, more or less.

*Exhibit "C"*
(To Ordinance)

*HUB32 Redevelopment Agreement.*

This HUB32 Redevelopment Agreement (this "Agreement") is made as of this [____] day of [_____,] 2026, by and between (i) the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and (ii) HUB32, LLC, an Illinois limited liability company ("Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act and in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Midwest redevelopment project area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on May 17, 2000 and subsequently revised on April 14, 2010 and amended on May 9, 2012 and December 9, 2015 and published in the Journal of the Proceedings of the City Council for such dates.

D. The Project: Developer intends to acquire pursuant to a separate ordinance title to that certain to-be-vacated public alley legally described in Exhibit A (the "To-Be-Vacated Alley") and to purchase from the City certain property located within the Redevelopment Area at 201 North Kedzie Avenue, Chicago, Illinois 60612, 3209 West Lake Street, Chicago, Illinois 60612, and 3201 West Lake Street, Chicago, Illinois, 60612, and legally described on Exhibit A (the "City Parcels"; the To-Be-Vacated Alley, together with the City Parcels, the "Property"), and, within the

time frames set forth in Section 3.01, shall start and complete construction and/or rehabilitation of an approximately 71,361 square foot mixed-use, multi-family housing development (the "Facility") thereon. The Facility shall be a one (1) new five-story building located approximately at 136 North Kedzie Avenue, containing 51 residential rental units, and approximately 3,800 square feet of commercial space on the ground floor (such commercial space; the "Commercial Space"). The "Project" means the Facility and related improvements, including but not limited to (a) the TIF-Funded Improvements defined below and set forth on Exhibit B; and (b) all work required under the vacation and dedication ordinance to close the existing alley, to construct, dedicate, and/or improve the new alley or replacement alley segment, and to perform any associated public-way infrastructure work necessary to implement the alley vacation and dedication. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

| **Table of Contents** | **List of Exhibits** |
|---|---|
| 1. Recitals, Headings and Exhibits<br>2. Definitions<br>3. The Project<br>4. Financing<br>5. Conditions Precedent<br>6. Agreements with Contractors<br>7. Completion of Construction or Rehabilitation<br>8. Covenants/Representations/Warranties of Developer<br>9. Covenants/Representations/Warranties of the City<br>10. Developer's Employment Obligations | A *Legal Description of the Property<br>B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)<br>C Prior Expenditures<br>D Prohibited Uses<br><br>(An asterisk (*) indicates which exhibits are to be recorded.) |

| | |
|---|---|
| 11. Environmental Matters<br>12. Insurance<br>13. Indemnification<br>14. Maintaining Records/Right to Inspect<br>15. Defaults and Remedies<br>16. Mortgaging of the Project<br>17. Notice<br>18. Miscellaneous | |

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Affordable Housing Covenant (Section 8.26); (2) compliance with the Jobs Creation report (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (7) [compliance with the Increment and Rate of Return Reporting (Section 8.25)]; and (8) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2023 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"Available Project Funds" means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

"Certificate Deadline" means the third (3rd) anniversary of the Closing Date.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" is defined in Section 8.01(l).

"City Council" is defined in the Recitals.

"City Funds" is defined in Section 4.03(b).

"City TIF Loan" shall mean a loan to the Developer by the City of City Funds in the maximum principal amount of $14,500,000, as evidenced by the Developer Note and secured by the Junior Mortgage.

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" means a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure Lender Financing and in form and substance acceptable to the City in its sole discretion.

"Commissioner" means the Commissioner of Planning and Development of the City.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

"Construction Lender" means Fifth Third Bank, National Association, a national banking association.

"Construction Lender Mortgage" means that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by the Developer in favor of the Construction Lender to encumber the Project relating to a not to exceed $16,000,000 construction loan from Construction Lender to Developer.

"Corporation Counsel" means the City's Department of Law.

"CSI/ROR" shall mean the Comprehensive Site Investigation and Remediation Objectives Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"Davis-Bacon Act" means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

"Developer Note" means that certain promissory note made by Developer to the City in the original principal amount of the City TIF Loan.

"DOH" means the City's Department of Housing.

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

"Employer(s)" is defined in Section 10.

"Environmental Laws" means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" means Developer's funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Existing Mortgage" is defined in Article 16.

"Facility" is defined in the Recitals.

"Family" means one or more individuals, whether or not related by blood or marriage.

"Final Comprehensive Residential NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or

supplemented from time to time. The Final Comprehensive Residential NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

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

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable year, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by Developer or by third parties in positions ancillary to Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Investor Member" means RJ MT HB32 L.L.C., a Florida limited liability company, and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Junior Mortgage" shall mean a Junior Mortgage executed by the Developer as mortgagor, in favor of the City, as mortgagee, securing the City TIF Loan and certain of the Developer's obligations under this Agreement and the Junior Mortgage; and which shall be a [second]

mortgage unless the Lender Financing includes two separate mortgage loans, in which event the Junior Mortgage may be a [third] mortgage.

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

"Low Income Families" means Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

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

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

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

"New Mortgage" is defined in Article 16.

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

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permanent Lender" means [Cinnaire Lending Corporation, a Michigan nonprofit corporation, or an affiliate.]

"Permanent Lender Mortgage" means that certain [Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents] executed by the Developer in favor of the Permanent Lender to encumber the Project securing the permanent loan from Permanent Lender to Developer.

"Permitted Liens" means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, including the

Construction Lender Mortgage, (ii) upon construction completion and conversion, the Permanent Lender Mortgage, (iii) leases of portions of the Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iv) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

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

"Prior Expenditures" is defined in Section 4.05(a).

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final No Further Remediation Letter.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a Final No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a RAP.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Regulatory Agreement" means each regulatory agreement, if any, describing Developer's obligation to provide affordable housing at the Facility, executed by Developer and the City as of the date hereof.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form to be provided by the City, to be delivered by Developer to DPD pursuant to Section 4.04.

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

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the CSI/ROR, the RAP, and the RACR and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the thirtieth anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

"TIF District Administration Fee" means the fee described in Section 4.05(b).

"TIF Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means [Greater Illinois Title Company].

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title in the Developer and naming the City as the insured mortgagee in

the full amount of the City TIF Loan, noting the recording of this Agreement, Junior Mortgage, and Regulatory Agreement as an encumbrance against the Property, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 36 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. If requested by DPD, Developer shall submit to DPD the Scope Drawings and Plans and Specifications, and DPD reserves the right to review and approve these documents. If requested by DPD, Developer shall submit to DPD subsequent proposed changes to the Scope Drawings or Plans and Specifications as a Change Order pursuant to Section 3.04. The Scope Drawings and Plans and Specifications shall always conform to the Redevelopment Plan and all applicable federal, state, and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $40,604,240. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the

progress reports described in Section 3.07; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith before Developer receives DPD's written approval (to the extent City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has agreed to provide under this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but within 10 business days after executing such a Change Order, Developer shall notify DPD in writing of such Change Order and the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

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

3.07 Progress Reports and Survey Updates. If requested by DPD, Developer shall provide DPD with written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Written progress reports must be submitted to DPD electronically to the website and/or email specified by the City. Developer shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project, and DPD reserves the right to evaluate and approve the inspecting agent or architect. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or

architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Before starting any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances, and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades.

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

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related to such connections.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 Conveyance of the City Parcels. The following provisions shall govern the City's conveyance of the City Parcels to the Developer:

(a) Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Parcels for the aggregate sum of One Dollar ($1.00) (the "Purchase Price"), which the Developer will pay to the City at the Closing. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Developer acknowledges and agrees that the City has only agreed to sell the City Parcels to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions.

(b) Closing. The transfer of the City Parcels to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 5 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than twelve (12) months after passage and approval of the ordinance that authorizes the City's conveyance of the City Parcels (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

(c) Form of City Deed. The City shall convey the City Parcels to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(i) the Redevelopment Plan for the Redevelopment Area;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

(d) Recording. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the City Parcels to the Developer. Please see Section 8.18 (Recording and Filing) regarding recordation of this Agreement, which shall be recorded prior to any mortgage made in connection with any Equity.

(e) Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the City Parcels, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements.

(f) Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Parcels or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Parcels remain subject to any tax liens, or if the City Parcels are encumbered with any other exceptions that would adversely affect the use and insurability of the City Parcels for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Parcels subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

(g) Survey. The Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a PDF copy of the Survey to the City not less than ten (10) Business Days before the Closing.

(h) "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the City Parcels or the suitability of the property for any purpose whatsoever. The Developer acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the City Parcels and accepts the risk that any inspection may not disclose all material matters affecting the City Parcels. The Developer agrees to accept the City Parcels in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Developer, with respect to the structural, physical or environmental condition of the value of the City Parcels, their compliance with any statute, ordinance or regulation, or their habitability, suitability, merchantability or fitness for any purpose whatsoever. The Developer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer agrees that it is its sole responsibility and obligation to perform at its expense any environmental Remediation Work and take such other action as is necessary to put the City Parcels in a condition which is suitable for its intended use.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

[The amounts and sources set forth in Section 4.01 may be revised with the City's approval prior to Closing.]

| | |
|---|---|
| General Partner Equity (subject to Sections 4.03(b) and 4.06) | $100 |
| Lender Financing (including from Construction Lender and Permanent Lender) | $680,000 |
| City TIF Loan (subject to Section 4.03) | $13,861,806 |
| Limited Partner Equity (from City LIHTCs) | $15,617,188 |
| City Multifamily Housing Loan | $10,000,000 |
| ComEd Energy Grant | $304,331 |
| Estimated Total | $40,460,425 |

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

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

| Source of City Funds | Maximum Principal Amount |
|---|---|
| Incremental Taxes | $14,500,000 |

provided, however, that the total amount of City Funds loaned for TIF-Funded Improvements shall be of a principal amount not to exceed the lesser of $14,500,000 or 34.49% of the actual total Project costs; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $14,500,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in four (4) payments as follows:

(i) 25% of City Funds upon the completion of 25% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) 25% of City Funds, for a total of 50% of City Funds, upon the completion of 50% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(iii) 25% of City Funds, for a total of 75% of City Funds, upon the completion of 75% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) 25% of City Funds, for a total of 100% of City Funds, upon issuance of Certificate.

4.04 Requisition Form. On the Closing Date and upon achievement required for the applicable disbursements, beginning after the Certificate is issued and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. Developer shall not submit a Requisition Form more than one time per calendar year (or as otherwise permitted by DPD). On each December 1 (or such other date as the parties may agree), beginning after the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer is required to demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute under Section 4.01. Prior Expenditures, if applicable, shall be listed on Exhibit C.

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds before any City Funds are paid under this Agreement.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

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

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit a Requisition Form and documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

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

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

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

preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Loan.

(a) The City Funds being provided hereunder as part of the City TIF Loan are being loaned to the Developer on a conditional basis, subject to Developer's compliance with the provisions of this Agreement, and are subject to being reimbursed as provided in Section 15.02.

(b) As a condition of this Agreement and receipt of the City TIF Loan, the Developer shall execute and deliver the Developer Note in the original principal amount of the City TIF Loan and the Junior Mortgage.

4.09 Permitted Transfers. Notwithstanding anything herein to the contrary, the City will permit (i) the Investor Member to remove the managing member of the Developer in accordance with the Developer's limited liability company agreement (the "LLC Agreement"), provided the substitute managing member is acceptable to the City in its reasonable discretion and the City provides its written consent, except no consent of the City shall be required if the substitute managing member is an affiliate of the Investor Member and the Investor Member provides the City written notice promptly after such managing member has been removed, (ii) the managing member to pledge to a lender that is providing Lender Financing all of the managing member's rights, title and interest in and to the LLC Agreement as collateral for the obligations under the loans made or to be made by a lender to Owner), and (iii) a transfer by the Investor Member of its member interest after the Closing Date to an unaffiliated or affiliated entity with the prior written consent of the City.

## SECTION 5. CONDITIONS PRECEDENT

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required to construct the Project by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender

Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer has delivered to DPD a copy of the Escrow Agreement. Any liens against the Property existing at the Closing Date, other than Permitted Liens, have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement, the Junior Mortgage and the Regulatory Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's ALTA 9 series endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, survey, encroachment and damages for mineral production. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

| **Jurisdiction** | **Searches** |
|---|---|
| Secretary of State | UCC, Federal tax |
| Cook County Clerk's Office | UCC, Fixtures, Federal tax, State tax, Memoranda of judgments |
| U.S. District Court, Northern District - Illinois | Pending suits and judgments, bankruptcy |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12, and has delivered certificates required pursuant to Section 12 evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures, if any, in accordance with the provisions of Section 4.05(a).

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

5.12 [Intentionally Omitted].

5.13 Environmental. Developer has provided DPD with copies of that certain Phase I Environmental Site Assessment completed with respect to the Property and any Phase II Environmental Site Assessment with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Junior Mortgage; Developer Note. The Developer must have delivered to the City the Junior Mortgage, Developer Note, Regulatory Agreement and such financing statements as the City may require.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) DPD acknowledges that Developer has selected [Skender/Ashlaur] as the General Contractor for the Project. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago,

and if requested by DPD shall submit all bids received to DPD for its inspection and written approval.

(b) Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD, if requested by DPD in accordance with Section 3.02, and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. The Developer shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments, or supplements thereto.

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Before starting construction of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

(a) Evidence acceptable to DPD that the Total Project Cost equals or exceeds $40,585,288 as described in Section 4.03(b); and
(b) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $14,500,000); and
(c) Receipt of a certificate of occupancy for the residential portions of the Project or other evidence acceptable to DPD that Developer has complied with building permit requirements for the residential portions of the Project; and
(d) The Project, including all residential units, common areas, environmental features, and related improvements, has been completed and constructed substantially in accordance with the Plans and Specifications. This is evidenced by the Project being occupied and open for business and the issuance of a certificate of occupancy. Completion is further supported by an affidavit provided by the Developer, evidenced by AIA Form G702, and by the architect of record's issuance of a Certificate of Substantial Completion; and
(e) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
(f) Intentionally omitted. For the avoidance of doubt, Developer's obligation to provide evidence of compliance with the Sustainable Development Policy is governed solely by Section 8.22, and satisfaction of Section 8.22 shall not be a condition to issuance of the Certificate.
(g) Evidence acceptable to DPD that units of the Project are being marketed for lease to tenants pursuant to the requirements set forth in the Regulatory Agreement; and
(h) Evidence that Developer has recorded a Final Comprehensive Residential NFR Letter for the Project, and provided DPD a copy of such recording; and
(i) Written confirmation from the City's Department of Transportation that the To-Be-Vacated Public Alley has been vacated and relocated to the approximately west sixteen (16) feet of Parcel 1 (legally described in Exhibit A attached hereto); and
(j) Evidence that Developer has recorded the Deed; and

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

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.26 (Affordable Housing Covenant), and Section 14.02 (Inspection Rights) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property from and after the date of this Agreement shall be made explicitly subject to the covenants listed above that run with the land.

The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to place a lien on the Project in the amount of City Funds paid and/or to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. When the Term of the Agreement expires, at Developer's written request DPD shall provide Developer with a written notice in recordable form stating that the Term of the Agreement has expired.

7.05 Failure to Obtain Certificate. If Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement. Failure by Developer to timely obtain the Certificate shall be an Event of Default.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. The representations and warranties provided by Developer under this Agreement are material conditions precedent to the City's obligations under this Agreement. Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in its state of incorporation or organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15)

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present Developer's assets, liabilities, results of operations and financial condition, and there has been no material adverse change in Developer's assets, liabilities, results of operations or financial condition since the date of Developer's most recent Financial Statements;

(j) during the Term of the Agreement, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) except for Permitted Liens, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) except in the ordinary course of business or is otherwise a Permitted Transfer; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity, except as required to obtain the Equity and Lender Financing; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached to the Property, except Lender Financing disclosed in the Project Budget; and

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

(p) Developer understands if the conditions described in Section 4.03(b)(i) and (ii) are not satisfied, the amount of City Funds actually received by Developer party may be less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment), and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

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

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer

shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Creation. The Developer anticipates that the Project will aspire to create [X] FTE permanent jobs and up to [Y] temporary FTE construction jobs during the construction period. Throughout the Term of the Agreement, the Developer agrees to report the number of jobs, whether FTE or otherwise, to date created by the Project to DPD and DOH as part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create any specified number of jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year and each fiscal year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such

contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement, the Junior Mortgage, and Regulatory Agreement to be recorded and filed, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office.

8.19 Real Estate Provisions. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided

in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge before the final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, then Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer under this Agreement. Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, without the consent of the City, directly or indirectly, initiate, seek or apply for any real estate tax incentive established under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, other than the Cook County Affordable Housing Special Assessment Program.

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project within one (1) year after the date of the Certificate. If a default occurs under this Section 8.22, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.23 FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section 7 when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.25 Increment and Rate of Return Reporting. [As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report (a) the amount of Incremental Taxes projected to be created by the Project at the Closing Date, (b) the amount of Incremental Taxes created by the Project through the end of the previous calendar year, using the same assumptions used for the projections described in item (a), and (c) the Project's stated rate of return identified by the Developer to the City, which shall be independently verified by a third party chosen by the City.]

8.26 Affordable Housing Covenant.

(a) Developer agrees and covenants to the City that:

(i) if a Regulatory Agreement was executed and remains in effect, then Developer shall be obligated to provide affordable housing as described in the Regulatory Agreement;

(ii) if a Regulatory Agreement was executed and was later terminated or released, including without limitation due to foreclosure by a lender providing Lender Financing, then Developer shall be obligated to provide affordable housing as described in Section 8.26(b) from the date the last outstanding Regulatory Agreement is terminated or released through the remaining Term of the Agreement; and

(iii) if no Regulatory Agreement was executed, then Developer shall be obligated to provide affordable housing as described in Section 8.26(b) for the entire Term of the Agreement.

(b) The Facility shall be operated and maintained solely as residential rental housing.

All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more Families qualifying as Low Income Families.

Each unit in the Facility shall have monthly rent paid by the tenant not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent paid by such Family for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(c) The covenants set forth in this Section shall run with the land and be binding upon any transferee.

(d) The City and Developer may enter into a separate agreement to implement the provisions of this Section.

8.27 Commercial Space; Prohibited Uses. Developer hereby covenants and agrees to lease the Commercial Space to retail tenants whose operations shall not include any prohibited uses as set forth in Exhibit D hereto. The covenants set forth in this Section shall survive the

termination of this Agreement and shall not be extinguished prior to thirty (30) years from the initial lease of the Commercial Space.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

With at least two (2) business days' advance notice, Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 26 percent by MBEs.
(2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

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

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; and (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

[This section is subject to City's further review, approval, and potential modification.]

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all its Exhibits, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage,

emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to this Agreement.

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-developers, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Developer. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Developer's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations

and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Developer's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(iv) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Developer. Limits of not less than $1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

(v) Blanket Crime (when applicable)

When applicable, Developer must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer at any given time under this Agreement.

(b) Construction. Before the construction of any portion of the Project, Developer shall procure and maintain, or cause its architects, contractors, subcontractors, project managers, and other parties constructing the Project to procure and maintain, the following types and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

(ii) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or the insured party may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of the insured party. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of the insured party's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of any of the insured party's acts or omissions, whether such liability is attributable to the insured party or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than $2,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

(iv) Railroad Protective Liability

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer or any insured party shall perform, railroad protective liability insurance in the

name of such railroad or public transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(vi) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Pollution Liability (when applicable)

When any Remediation Work or services performed involves a potential pollution risk that may arise from the operations in connection with the work that may fall under the scope and direction of the Developer, the Developer must cause remediation contractor to provide Pollution Liability coverage with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of the insured party's acts or omissions, whether such liability is attributable to the insured party or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Developer and any other insured party shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(xi) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

A combination of primary and Excess/Umbrella policies may be used to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

(x) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, Developer must cause to provide All Risk Installation Floater Insurance to cover installation work, including improvements, betterments, and/or repairs. The Installation Floater must provide for replacement cost of materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

(xi) Marine Protection & Indemnity (when applicable)

When Developer undertakes any marine operation in connection with this Agreement, Developer must provide, or cause to provide, Marine Protection & Indemnity coverage with limits of not less than $1,000,000 per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties; injuries to crew members if not provided through other insurance; damage to wharves; piers and other structures; and collision. The City is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property

All Risk Property Insurance at replacement value of the Property to protect against loss of, damage to, or destruction of the Facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Evidence of Insurance. Developer must furnish the City certificates of insurance and additional insured endorsement, or other evidence of insurance (the "Certificate of Insurance" or "COI"), to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance prior to execution of this Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of this Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer must advise all insurers of this Agreement's provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Developer for liabilities which may arise from or relate to this Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility nor does it relieve Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Developer must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers' Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Waiver of Subrogation. Developer hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Developer's insurer(s).

Developers Insurance Primary. All insurance required of Developer under this Agreement shall be endorsed to state that Developer's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Developer under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Developer maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Developer. If Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance required of Contractor and Subcontractors. Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. The Developer is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required, as well as specifically naming the City as an additional insured on any endorsement form at least as broad and acceptable to the City. The Developer is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in this subsection (d), Other Requirements. When requested by the

City, the Developer must provide to the City Certificate of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Contractors and subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in this Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate of Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, Developer shall permit any authorized representative of the City to access to all portions of the Project and the Property during normal business hours for the Term of the Agreement. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer under this Agreement:

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

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

(c) Developer makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or

non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of Developer;

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against Developer or any natural person who owns a material interest in Developer and is not dismissed within thirty (30) days, or Developer or any natural person who owns a material interest in Developer is indicted for any crime (other than a misdemeanor);

(k) before the expiration of the Term of the Agreement, a majority of the ownership interests of Developer are sold or transferred without the prior written consent of the City, except with respect to (i) transfers of the Property to a mortgagee under an Existing Mortgage or Permitted Mortgage or (ii) a Permitted Transfer pursuant to Section 4.09;

(l) Developer or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) failure to provide the City with an Annual Compliance Report within sixty (60) days of when it is due, as set forth in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, seek reimbursement of any City Funds paid, and/or accelerate the City TIF Loan, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any

available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained in this Agreement or under the Junior Mortgage.

Upon the occurrence of an Event of Default under Section 15.01(m), Developer shall be obligated to pay to the City the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has started to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Additional Notice and Cure Rights. If 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 or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Investor Member and each of the lenders providing Lender Financing at the addresses in Section 17, and Investor Member and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to Developer with respect to such monetary default, or (ii) receipt by the lenders and the Investor Member of such notice from the City; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the later of: (i) the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default, or (ii) receipt by the lenders and the Investor Member of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Investor Member or any

lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." For the avoidance of doubt, the Construction Lender Mortgage and Permanent Lender Mortgage are each a Permitted Mortgage. The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land; provided, however, that, such party shall have no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party acquired the Property by foreclosure or deed in lieu of foreclosure, in which case Developer shall be solely responsible (including, without limitation, with respect to the reimbursement of City Funds paid).

(b) If any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an

Existing Mortgage does not expressly accept an assignment of Developer's interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) During the Term of the Agreement, Developer shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required under this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

| **If to the City**: | **If to Developer**: |
|---|---|
| City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner | HUB32, LLC<br>c/o Michaels Development Company I, L.P<br>2 Cooper Street, 14th Floor<br>Camden, NJ 08102<br>Attn: Mark Morgan<br><br>and<br><br>The Michaels Development Company I, L.P.<br>2 Cooper Street, 14th Floor<br>Camden, NJ 08102<br>Attn: Mark Morgan<br><br>and<br><br>[EGP32, LLC<br>2950 W. Chicago Ave., Suite 304<br>Chicago, IL 60622<br>Attn: Bill Williams] |
| With Copies To:<br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division | With Copies To:<br><br>Applegate & Thorne-Thomsen<br>425 S. Financial Place, Suite 1900<br>Chicago, Illinois 60605<br>Attn: Bennett P. Applegate<br><br>Lender: |

| | |
|---|---|
| | _____<br>_____<br>_____<br>Attention: _____<br><br>Investor Member<br><br>RJ MT HUB32 L.L.C.<br>c/o Raymond James Affordable Housing Investments, Inc.<br>880 Carillon Parkway<br>St. Petersburg, Florida 33716<br>Attention: Steven J. Kropf, President<br><br>With a copy to:<br><br>Klein Hornig LLP<br>1325 G Street NW, Suite 770<br>Washington, DC 20005<br>Attention: Dawna J. Steelman |

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire

agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender providing Lender Financing. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of

the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code) (a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

HUB 32, LLC

By:_____

Name:_____

Its:_____

CITY OF CHICAGO

By:_____
Ciere Boatright,
Commissioner of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the managing member of HUB32, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, __ .

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of Planning and Development (the "Commissioner") of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, ____.

_____
Notary Public

My Commission Expires_____

(SEAL)

[(Sub)Exhibit "C" referred to in this HUB32 Redevelopment Agreement not attached for introduction at time of printing.]

(Sub)Exhibits "A", "B" and "D" referred to in this HUB32 Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To HUB32 Redevelopment Agreement)

*Legal Description Of The Property.*

[Subject To Survey And Title Insurance]

*Legal Description Of The City Parcels.*

Parcel 1:

Legal Description:

The east 106.9 feet, south of alley of Block 16 in Castle's Subdivision of the east 15 acres of the east ½ of the southeast ¼ of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

201 North Kedzie Avenue
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-060-0000.

Parcel 2:

Legal Description:

The west 62.43 feet of the east 108.43 feet (measured on the south line of Lake Street) north of alley of Block 16 in Castle's Subdivision of the east 15 acres of the southeast ¼ south of Lake Street of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

3209 West Lake Street
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-032-0000.

Parcel 3:

Legal Description:

Lot 1 in the subdivision of Blocks 9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 in Castle's Subdivision of the east 15 acres of the east ½ of the southeast ¼ of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

3201 West Lake Street
Chicago, Illinois 60612.

Property Identification Number (PIN):

16-11-412-033-0000.

Legal Description Of The Alley:

[to come]

*(Sub)Exhibit "B".*
(To HUB32 Redevelopment Agreement)

**Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)[1]**

| SOURCES: | Amount | % of TDC |
|---|---|---|
| First Mortgage | $ 680,000 | 2% |
| City of Chicago Loan | $ 10,000,000 | 25% |
| Tax Exempt Bond #1 | $ - | 0% |
| Tax Exempt Bond #2 | $ - | 0% |
| Tax Exempt Bond #3 | $ - | 0% |
| CDBG | $ - | 0% |
| HOME | $ - | 0% |
| MAUI | $ - | 0% |
| CHA Loan | $ - | 0% |
| IHDA Loan | $ - | 0% |
| Illinois Donations | $ - | 0% |
| TIF Loan/ Grant | $ 14,002,621 | 34% |
| FHLB AHP | $ - | 0% |
| ComEd Energy Grant | $ 304,331 | 1% |
| Grant #2 | $ - | 0% |
| Grant #3 | $ - | 0% |
| Grant #4 | $ - | 0% |
| Deferred Developer Fee | $ - | 0% |
| General Partner Equity | $ 100 | 0% |
| Tax Credit Equity | $ 15,617,188 | 38% |
| **Total Sources** | $ 40,604,240 | 100% |

| USES: | Amount | $/SF of Building* |
|---|---|---|
| Land Acquisition | $ 250,001 | $ 3.50 |
| **Hard Costs** | | |
| Construction | $ 30,835,096 | $ 432 |
| Const Contingency | $ 1,455,855 | $ 20 |
| Total Hard Costs | $ 32,290,951 | $ 453 |
| **Soft Costs** | | |
| Architect's Fee | $ 1,967,000 | $ 27.56 |
| Engineering Fees | $ - | $ - |
| App./Loan Orig. Fees | $ - | $ - |
| Legal Fees | $ 720,000 | $ 10.09 |
| Marketing Fees | $ 65,500 | $ 0.92 |
| Loan Interest | $ 1,332,388 | $ 18.67 |
| Environmental | $ 105,000 | $ 1.47 |
| Reserves | $ 731,286 | $ 10.25 |
| Tax Credit Issuer Fees | $ 142,250 | $ 1.99 |
| Bond Costs | $ - | $ - |
| Developer Fee | $ 2,150,932 | $ 30.14 |
| Other soft costs | $ 848,932 | $ 11.90 |
| Total Soft Costs | $ 8,063,288 | $ 113 |
| **Total Uses** | $ 40,604,240 | $ 569 |

[1] The MBE/WBE budget is an estimate calculated as of the Closing Date. The final amounts will be based on the final hard construction costs of the Project.

**Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)[1]**

| SOURCES: | Amount | % of TDC |
|---|---|---|
| First Mortgage | $ 680,000 | 2% |
| City of Chicago Loan | $ 10,000,000 | 25% |
| Tax Exempt Bond #1 | $ - | 0% |
| Tax Exempt Bond #2 | $ - | 0% |
| Tax Exempt Bond #3 | $ - | 0% |
| CDBG | $ - | 0% |
| HOME | $ - | 0% |
| MAUI | $ - | 0% |
| CHA Loan | $ - | 0% |
| IHDA Loan | $ - | 0% |
| Illinois Donations | $ - | 0% |
| TIF Loan/ Grant | $ 14,002,621 | 34% |
| FHLB AHP | $ - | 0% |
| ComEd Energy Grant | $ 304,331 | 1% |
| Grant #2 | $ - | 0% |
| Grant #3 | $ - | 0% |
| Grant #4 | $ - | 0% |
| Deferred Developer Fee | $ - | 0% |
| General Partner Equity | $ 100 | 0% |
| Tax Credit Equity | $ 15,617,188 | 38% |
| **Total Sources** | $ 40,604,240 | 100% |

| USES: | Amount | $/SF of Building* |
|---|---|---|
| Land Acquisition | $ 250,001 | $ 3.50 |
| **Hard Costs** | | |
| Construction | $ 30,835,096 | $ 432 |
| Const Contingency | $ 1,455,855 | $ 20 |
| Total Hard Costs | $ 32,290,951 | $ 453 |
| **Soft Costs** | | |
| Architect's Fee | $ 1,967,000 | $ 27.56 |
| Engineering Fees | $ - | $ - |
| App./Loan Orig. Fees | $ - | $ - |
| Legal Fees | $ 720,000 | $ 10.09 |
| Marketing Fees | $ 65,500 | $ 0.92 |
| Loan Interest | $ 1,332,388 | $ 18.67 |
| Environmental | $ 105,000 | $ 1.47 |
| Reserves | $ 731,286 | $ 10.25 |
| Tax Credit Issuer Fees | $ 142,250 | $ 1.99 |
| Bond Costs | $ - | $ - |
| Developer Fee | $ 2,150,932 | $ 30.14 |
| Other soft costs | $ 848,932 | $ 11.90 |
| Total Soft Costs | $ 8,063,288 | $ 113 |
| **Total Uses** | $ 40,604,240 | $ 569 |

[1] The MBE/WBE budget is an estimate calculated as of the Closing Date. The final amounts will be based on the final hard construction costs of the Project.

*(Sub)Exhibit "D".*
(To HUB32 Redevelopment Agreement)

*Prohibited Uses.*

- Adult oriented businesses
- Strip clubs
- Astrology, card-reading, palm-reading or fortune telling businesses
- Currency exchanges
- Houses of worship
- Inter-track wagering facilities
- Laundromats
- Pawn shops
- Pay day loan stores/predatory lenders
- Tattoo parlors
- Bingo parlors
- Game rooms or arcades
- Night clubs or discotheques
- Flea markets
- Junkyard or recycling center
- Automobile, truck, motorcycle, trailer or recreational vehicle sale, display, or repair
- Mortuaries or funeral homes
- Second hand stores or thrift shops
- Liquidators
- Beauty shops, beauty supply stores, barber shops, nail salons
- Taverns
- Package liquor stores
- Gasoline service station
- Discounters occupying less than 25,000 square feet
- General merchandise discounters whose goods generally have price points that range from under one dollar to ten dollars including by way of example but not by limitation Family Dollar, Dollar Tree and Dollar General

CALL ON GENERAL ASSEMBLY AND GOVERNOR TO ENACT HOUSE BILL 5175 AND SENATE BILL 3630, ALLOWING FOR TAXATION OF ADDITIONAL TOBACCO PRODUCTS BY CERTAIN ILLINOIS MUNICIPALITIES TO REDUCE TOBACCO USE RATES WITHIN CITY.

[R2026-0024708]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a resolution, a direct introduction urging the General Assembly and the Governor to enact House Bill 5175 and Senate Bill 3630, allowing for the taxation of additional tobacco products by certain Illinois municipalities to reduce tobacco use rates within the City (R2026-0024708), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The City of Chicago is a home rule unit of government, as defined in Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, As a home rule unit, the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago is committed to protecting the health and safety of individuals residing in, working in, and visiting the City; and

WHEREAS, According to the Centers for Disease Control and Prevention, tobacco use is the leading preventable cause of disease, death, and disability in the United States, increasing the risk of cancer, heart disease, stroke, lung diseases, Type 2 diabetes, harmful reproductive health effects, and other serious health conditions; and

WHEREAS, Cigarettes and other tobacco products, including cigars, pipe tobacco, smokeless tobacco, and smoking tobacco, present significant health risks to individuals residing in, working in, and visiting the City; and

WHEREAS, House Bill 5175 and Senate Bill 3630 would amend taxation regulations on certain types of tobacco products to discourage the use of new tobacco products that have entered the market in recent years; and

WHEREAS, To promote the health and safety of City residents and visitors, the City Council has determined that it is in the best interest of the City to support taxation on new forms of tobacco products; and

WHEREAS, The City Council urges the General Assembly and the Governor to enact House Bill 5175 and Senate Bill 3630, thereby enabling the taxation of additional tobacco products and helping to reduce tobacco use rates within the City; now, therefore,

*Be It Resolved,* That we, the Mayor and the members of the City Council of the City of Chicago, strongly urge the General Assembly and the Governor to enact House Bill 5175 and Senate Bill 3630, allowing for taxation of tobacco products by certain Illinois municipalities and, in doing so, improving health outcomes for residents and visitors of the City.

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SETTLEMENT AGREEMENT REGARDING CASE OF *DERRICK WORDLAW AND CAMILLE WORDLAW V. CITY OF CHICAGO.*

[Or2026-0024713]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Derrick Wordlaw and Camille Wordlaw v. City of Chicago*, Case Number 2024 L 004324 (Or2026-0024713), in the amount of $470,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Derrick Wordlaw and Camille Wordlaw v. City of Chicago*, cited as Case Number 2024 L 004324, in the amount of $470,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *CARL REED V. RICHARD ZULEY, ET AL.*

[Or2026-0024715]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Carl Reed v. Richard Zuley, et al.*, Case Number 23 C 17186 (Or2026-0024715), in the amount of $9,500,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting vote on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Carl Reed v. Richard Zuley, et al.*, cited as Case Number 23 C 17186, in the amount of $9,500,000.

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*Placed On File* -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT FOR CHILDREN INTERNATIONAL.

[F2026-0024717]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was submitted a proposed order authorizing a Charitable Solicitation on the public way (Tag Day) permit for the Children International, citywide, from April 20, 2026 to December 31, 2026 (direct introduction) (F2026-0024717), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed communication transmitted with the foregoing committee report was *Placed on File.*

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*Placed On File* -- VERDICTS, JUDGMENTS AND SETTLEMENT REPORT FOR MONTH OF MARCH 2026.

[F2026-0024711]

The Committee on Finance submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was submitted a communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the month of March 2026 (F2026-0024711), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on April 13, 2026.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report was *Placed on File.*

## COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

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SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2026 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2026-0024352]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning an Annual Appropriation Ordinance Year 2026 amendment within Fund Number 925 (O2026-0024352), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2026 (the "2026 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Public Health has been awarded additional federal pass-through grant funds in the amount of $10,000 by the Illinois Department of Public Health for the Maternal and Child Health Services Grant program and expects to receive an additional $42,000 for a period starting on July 1, 2026 for the same program; and

WHEREAS, The City through its Department of Planning and Development has been awarded state grant funds in the amount of $10,000,000 by the Illinois Department of Commerce and Economic Opportunity for the Construction and/or Renovation to Buildings, Additions, or Structures Grant program; now, therefore,

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

SECTION 1. The amount of $10,052,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2026. The 2026 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

*Exhibit "A".*

*Amendment To The 2026 Appropriation Ordinance.*

*Estimate Of Grant Revenue For 2026*

| Code | Department And Item | Strike Amount | Add Amount |
|---|---|---|---|
| 925F | Federal Grant Fund | $2,274,067,702 | $2,274,119,702 |
| 925S | State Grant Fund | 741,082,628 | 751,082,628 |

| Department Number | Department And Grant Name | Strike Amount 2026 Anticipated Grant | Add Amount 2026 Anticipated Grant | Strike Amount (2026 Total) Includes Anticipated Carryover | Add Amount (2026 Total) Includes Anticipated Carryover | Strike Amount (2026 Total) | Add Amount (2026 Total) |
|---|---|---|---|---|---|---|---|
| 041 | Department Of Public Health | | | | | | |
| 925F | HHS -- HRSA -- IDPH -- Maternal and Child Health Services Block Grants | $4,510,000 | $ 4,562,000 | | | $4,510,000 | $ 4,562,000 |
| 054 | Department Of Planning And Development | | | | | | |
| 925S | DCEO -- Construction and/or Renovations to Buildings, Additions or Structures Grant | | 10,000,000 | | | | 10,000,000 |

TRANSFER OF YEAR 2026 FUNDS WITHIN COMMITTEE ON FINANCE FOR CONTRACTUAL SERVICES.

[O2026-0024093]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within Committee on Finance for Year 2026 (O2026-0024093), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Contractual Services | 0100 | 0152010 | 0157 | $15,000.00 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Contractual Services | 0100 | 0152010 | 0140 | $15,000.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the Committee on Finance during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

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TRANSFER OF YEAR 2026 FUNDS FROM 40TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0023902]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within 40th Ward Wage Allowance/Aldermanic Expense Account for Year 2026 (O2026-0023902), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2026. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount | Ward |
|---|---|---|---|---|---|
| Aldermanic Expense | 0100 | 015/2340 | 9008 | $35,000 | 40 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount | Ward |
|---|---|---|---|---|---|
| Wage Allowance | 0100 | 015/2340 | 0017 | $35,000 | 40 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of Ward 40 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

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CALL ON MAYOR BRANDON JOHNSON AND HIS ADMINISTRATION TO IMPLEMENT YEAR 2026 BUDGET PACKAGE.

[R2026-0023372]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution concerning a call on the Honorable Brandon Johnson, Mayor, and his administration, to implement 2026 budget package (R2026-0023372), begs leave to report and recommend that Your Honorable Body *Adopt* the resolution transmitted herewith.

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

(Signed) JASON C. ERVIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Under the Illinois Municipal Code, the Mayor submits a proposed executive budget prepared by the Budget Director, which serves as the basis for the annual appropriations ordinance "as ... may be revised or altered by the corporate authorities" -- that is, City Council and the Mayor through the legislative process; and

WHEREAS, In October of 2025, the Mayor proposed an executive budget prepared by the Budget Director; in response to that proposal, the Budget Accountability Coalition introduced a financially responsible, balanced alternative budget to resolve deficiencies in the Mayor's proposed budget by: (1) creating structural ongoing revenues; (2) identifying structural efficiencies; and (3) fully funding the advanced pension payments, while working to prevent an unprecedented City shutdown; and

WHEREAS, Despite the desire of some to engage in political posturing and relitigate the months-long budget process in the media, this balanced budget was passed by 30 aldermen and was not vetoed by the Mayor, and thus became law; and

WHEREAS, The constant shifting of narratives during and after passage -- including claims from his administration of a $15 Million surplus one day, and a $163 Million deficit claim by the Mayor the next -- is designed to mislead the public and the bond markets, while sowing distrust in the City's workforce who must implement the budget to ensure our City thrives; and

WHEREAS, As public servants, we all owe a duty -- both fiduciary and moral -- to this City and its residents to meet the challenges and demands of governing the third largest city in the country together, not to engage in fearmongering to push forth one's own narrative; and

WHEREAS, In reviewing and approving a budget based on the Mayor's proposal, subject to City Council's revisions and alterations, the City Council has met this duty; and

WHEREAS, Now, it is time for the executive branch of City government -- both the Mayor and his administration -- to stop participating in what is a performative political roadshow, at the taxpayers' expense, to push false narratives around the budget as passed to target Aldermen, -- in their own wards, for simply disagreeing with the Mayor in the course of representing their constituents; now, therefore,

*Be It Resolved,* That we, the members of the City Council, do hereby call upon the Mayor and the administration to timely, and fully, implement the 2026 budget package as approved by City Council, including but not limited to the 2026 Management Ordinance (SO2025-0021100) and the 2026 Revenue Ordinance (SO2025-0021719); and

*Be It Further Resolved,* That the City Council stands ready, willing, and able to work collaboratively with the Mayor and the administration to ensure that the 2026 budget package is timely and fully implemented, as required by both State law and the Municipal Code of Chicago.

## COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

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REAPPOINTMENT OF DOROTHY HUDSON AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2026-0024041]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on April 9, 2026, recommends *Approval* of the reappointment of Dorothy Hudson as a member of Special Service Area Number 5, the Commercial Avenue Commission (A2026-0024041), introduced on March 18, 2026, by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a viva voce vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Dorothy Hudson as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF ANTHONY A. QAIYUM AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2026-0024042]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on April 9, 2026, recommends *Approval* of the reappointment of Anthony A. Qaiyum as a member of Special Service Area Number 21-2016, the Lincoln Square Commission (A2026-0024042), introduced on March 18, 2026, by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a viva voce vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Anthony A. Qaiyum as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MARY TOBIAS AS MEMBER OF NORTHCENTER COMMISSION (SPECIAL SERVICE AREA NO. 38).

[A2026-0024040]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on April 9, 2026, recommends *Approval* of the appointment of Mary Tobias as a member of Special Service Area Number 38, the Northcenter Commission (A2026-0024040), introduced on March 18, 2026, by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a viva voce vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Mary Tobias as a member of the Northcenter Commission (Special Service Area Number 38) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

COMMISSIONER OF TRANSPORTATION DIRECTED TO IDENTIFY INFORMATION TECHNOLOGY COMPANIES TO PROVIDE ASSET MANAGEMENT SOFTWARE FOR CITY OF CHICAGO.

[SO2026-0023357]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on April 9, 2026, recommends passage of a substitute ordinance directing the Commissioner of Transportation to identify information technology companies to provide asset management software for the City of Chicago (SO2026-0023357), introduced on February 18, 2026, by Alderperson Gilbert Villegas (36th Ward).

This recommendation was concurred in by a viva voce vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation, in consultation with the Chief Information Officer for matters of implementation, shall explore the marketplace to identify one or more information technology or asset management database companies to provide software with asset management/condition assessment capabilities, or utilize software with such capabilities already available or soon to be available to the City through existing procurement efforts, that would allow the City to manage the lifecycle of certain City physical assets and public infrastructure, including, but not limited to, sidewalks, with the goals of managing risk, improving backlogs and prioritizing the use of capital improvement funds.

SECTION 2. Within twelve months of the effective date of this ordinance, the Commissioner of Transportation shall provide a written report to the Committee on Economic, Capital and Technology Development as to the feasibility of procuring asset management software described in Section 1 of this ordinance or the implementation efforts of software already procured.

SECTION 3. If the Commissioner of Transportation has identified one or more information technology companies capable of providing the City with suitable asset management software through existing or future procurement efforts, then, subject to the availability of duly appropriated funds, and subject to the approval by the Corporation Counsel as to form and legality, the Chief Procurement Officer, upon the request of the Commissioner of Transportation, is encouraged to enter into a contract for the testing and pilot application of such software pursuant to the applicable procurement process according to Chapter 2-92 of the Municipal Code of Chicago, in order to determine the suitability of such software for use by the Chicago Department of Transportation for the purposes described in Section 1 of this ordinance.

SECTION 4. This ordinance shall be in full force and effect upon passage and publication.

## COMMITTEE ON HOUSING AND REAL ESTATE.

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AMENDMENT OF SECTION 5-12-130 OF MUNICIPAL CODE TO REQUIRE SUFFICIENT WRITTEN NOTICE FROM LANDLORD PRIOR TO RENTAL AGREEMENT TERMINATION OR FILING OF EVICTION ACTION.

[SO2025-0019933]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 17, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from Alderman Quezada for the amendment of Municipal Code Section 5-12-130 to require 30-days written notice from landlord of rental agreement termination for tenancies under six months (SO2025-0019933), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed as a substitute by the same roll call vote as was used to determine quorum in committee, with the exception of Alderpersons Gardiner, Lopez, Quinn and O'Shea.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

Alderperson Quezada moved to *Substitute* for the ordinance transmitted with the foregoing committee report. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderperson Sigcho-Lopez, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

*Nays* -- Alderpersons Quinn, Lopez, O'Shea, Gardiner -- 4.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 5-12-130 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

5-12-130 Landlord Remedies.

Every landlord shall have the remedies specified in this section for the following circumstances:

(Omitted text is unaffected by this ordinance.)

(j) Notice or Refusal to Renew Rental Agreement. Provided that the landlord has not terminated the rental agreement under Section 5-12-130(a), (b), or (d), or that the dwelling unit has not been deemed abandoned under Section 5-12-130(e) hereof, the following notice requirements shall apply~~:~~. Nothing in this Section 5-12-130(j) shall be construed to limit, impair, or otherwise affect a landlord's termination of the rental agreement under Section 5-12-130(a), (b), or (d).

(1) For any residential tenancy of less than six months, the landlord shall notify the tenant in writing at least 30 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 60 days after the date on which written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement.

During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.

(2) For any residential tenancy of six months to three years, the landlord shall notify the tenant in writing at least 60 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 60 days after the date on which written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.

(3) For any residential tenancy greater than three years, the landlord shall notify the tenant in writing at least 120 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement or increase the rental rate. If the landlord provides insufficient or defective notice or otherwise fails to give the required written notice, the tenant may remain in the dwelling unit and may retain possession of the dwelling unit for up to 120 days after the date on which written notice is given to the tenant, regardless of the termination date specified in the notice or in an existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 120-day period shall be at the rate established on the last date that a full rent payment was made.

(4) A landlord that seeks to recover possession of a dwelling unit shall wait the specified period a tenant is allowed to remain in the dwelling unit provided in this Section 5-12-130 before filing any eviction action. If the landlord files an eviction action before the specified period provided in this Section 5-12-130 has elapsed, then the tenant may raise the insufficient or defective notice, or the failure to give notice, as a defense to the action, which prohibits the landlord from recovering possession of the dwelling unit until the specified period has elapsed.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

SALE OF CITY-OWNED PROPERTY AT 317 S. CALIFORNIA AVE. TO TRISHA M. INGLE UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024112]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 317 South California Avenue to Trisha M. Ingle under ChiBlockBuilder (27th Ward) (O2026-0024112), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on November 21, 2025 and ending on January 5, 2026 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on November 21, December 3, December 10 and December 30, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, There were no competing proposals for the City Lots; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10% of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be

binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

*Legal Descriptions, Buyers, Purchase Prices And Projects.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1:

The north 25 feet of the south 50 feet of Lots 6 to 10 both inclusive in Love's Subdivision of the north half of Lots 1 and 2 in Block 3 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (except the east 10 feet of the north 25 feet of the south 50 feet of Lot 10 aforesaid taken for alley) all in Cook County, Illinois.

Address:

317 South California Avenue
Chicago, Illinois 60612.

Permanent Index Number:

16-13-216-027-0000.

Buyer:

Trisha M. Ingle.

Ward/Community Area:

27/East Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

3,304 sq. ft./C2-1.

Market Value ("as is"):

$46,262.

Purchase Price (10% of Value):

$4,626.

Open Space Project:

Trisha Ingle owns Chicago Packtive next door at 315 South California Avenue. They are a doggie daycare and pet facility and plan to use the space as a garden and play area for dogs. Their budget is approximately $9,200.

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SALE OF CITY-OWNED PROPERTY AT 10632 S. EGGLESTON AVE. TO COURTNEY LEWIS UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024117]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 10632 South Eggleston Avenue to Courtney Lewis under ChiBlockBuilder platform (21st Ward) (O2026-0024117), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on October 1, 2025 and ending on November 17, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on October 2, 9, 16, 23, 30 and November 6 and 13, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, There were no competing applications submitted for the City Lots; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10% of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the

potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

*Legal Descriptions, Buyers, Purchase Prices And Projects.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1:

Lot 11 in Block 10 in Teninga Bros, and Company's Fourth Bellevue Addition to Roseland, being a subdivision in the northwest ¼ of Section 16, Township 37 North, Range 14, according to the plat thereof registered in the Office of Titles of Cook County, Illinois, as Document Number 246193, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

10632 South Eggleston Avenue
Chicago, Illinois 60628.

Permanent Index Number:

25-16-128-023-0000.

Buyer:

Courtney Lewis.

Ward/Community Area:

21/Roseland.

TIF Area:

None.

Size/Zoning:

3,685 sq. ft./RS2.

Market Value ("as is"):

$7,369.

Purchase Price (10% of Value):

$737.

Open Space Project:

Courtney Lewis lives on the block and plans to build a fenced community garden with raised garden beds and seating. Their budget is approximately $6,300.

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SALE OF CITY-OWNED PROPERTY AT 1551 AND 1555 S. HOMAN AVE. TO MEN MAKING A DIFFERENCE UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024111]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1551 and 1555 South Homan Avenue to Men Making a Difference under ChiBlockBuilder platform (24th Ward) (O2026-0024111), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, non-profit organizations, and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on October 1, 2025 and ending on November 17, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on October 2, 9, 16, 23 and 30, and November 6 and 13, 2025; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, There were no alternate proposals for the City Lots; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10% of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. Additionally, no biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Per- and Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed,

and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

*Legal Descriptions, Buyers, Purchase Prices And Projects.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1:

Lot 28 in Block 3 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1551 South Homan Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-226-019-0000.

Buyer:

Men Making a Difference.

Ward/Community Area:

24/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

3,120 sq. ft./RT4.

Market Value ("as is"):

$12,479.

Purchase Price (10% of Value):

$1,248.

Open Space Project:

Men Making a Difference is a 501(c)(3) nonprofit organization in North Lawndale. They plan to build a community plaza with paved pathways, a stage, lighting, raised garden beds, and seating. The site will be fenced with access gates. Their budget is approximately $114,626.00.

City Lot 2:

Lot 27 in Block 3 in the subdivision of Block 5 in Prescott's Douglas Park addition to Chicago, said addition being a subdivision of Blocks 1, 2, 5, and 10 in Circiut Court Partition of the east ½ of the northeast ¼, and that part of the east ½ of the southeast ¼ lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, lying east of the Third Principal Meridian, in Cook County, Illinois.

Address:

1555 South Homan Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-226-020-0000.

Buyer:

Men Making a Difference.

Ward/Community Area:

24/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

3,124 sq. ft./RT4.

Market Value ("as is"):

$12,496.

Purchase Price (10% of Value):

$1,250.

Open Space Project:

Men Making a Difference is a 501(c)(3) nonprofit organization in North Lawndale. They plan to build a community plaza with paved pathways, a stage, lighting, raised garden beds, and seating. The site will be fenced with access gates. Their budget is approximately $114,626.00.

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SALE OF CITY-OWNED PROPERTY AT 10726, 10730 AND 10734 S. LOOMIS ST. AND 10717 S. GLENROY AVE. TO FAR SOUTH CDC UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024118]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 10726, 10730 and 10734 South Loomis Street and 10717 South Glenroy Avenue to Far South CDC under ChiBlockBuilder platform (21st Ward) (O2026-0024118), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, In an effort to reach potential buyers and create a competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department established the Missing Middle Infill Housing Initiative (the "Initiative") to address neighborhood disinvestment and repopulate underbuilt areas by

facilitating new home construction on vacant, City-owned lots in the South Chicago, Morgan Park, and Chatham communities; and

WHEREAS, The Initiative is in its second round and is offering fifty-four (54) vacant lots in eleven (11) clusters in the above three (3) communities for One Dollar ($1.00) per tax parcel (the "Purchase Price") to qualified developers for the construction of one-to-six-unit residential buildings, with completed buildings to be sold to owner-occupants, in furtherance of restoring neighborhood density, expanding homeownership, and supporting community revitalization efforts; and

WHEREAS, Under the Initiative, the City may provide up to $150,000 per housing unit for site preparation and construction costs; and

WHEREAS, As part of the Initiative, the Department issued a Request for Applications ("RFA") through ChiBlockBuilder for each of the eleven clusters, including the cluster of properties legally described on Exhibit A attached hereto (each, a "City Lot" and collectively, the "City Lots"); and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2025, and ending on May 30, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15 and 29, and May 20 and 26, 2025; and

WHEREAS, The Department evaluated the applications for the City Lots based on the applicant's development experience, clarity and feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, the anticipated economic impact of the project, the proposed density of the project, and community engagement; and

WHEREAS, The Department selected Far South CDC, an Illinois corporation ("Buyer"), for the sale of the City Lots for the construction of four (4), three-unit residential buildings with a total of twelve (12) dwelling units, as depicted in the drawings attached hereto as Exhibit D (the "Project"); and

WHEREAS, The other applications for the City Lots ("Proposals") are summarized on Exhibit B attached hereto; and

WHEREAS, Subsequent to its receipt and evaluation of the Proposals, the Department determined that it was in the best interests of the City to: (i) permit temporary leases of buildings or units in buildings if, following a good faith effort, developers are unable to find buyers, in order to provide a stream of income to developers pending sale and to protect the homes from vandalism; and (ii) waive the application of the Affordable Requirements Ordinance, if applicable to a project, in order to further the objectives of the Initiative, in particular to encourage market-rate homeownership and investment; and

WHEREAS, The City finds it is in its best interest to modify the terms of the Initiative as described in (i) and (ii) in the foregoing recital and sell the City Lots to the Buyer or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties (the "Developer"); and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The combined market value of the City Lots as of March 20, 2025, as determined by CBRE, is $59,326.65; and

WHEREAS, The Buyer applied for a grant for the construction of the Project from the City's Housing and Economic Development bond and received a conditional commitment from the Department in the amount of $1,800,000; and

WHEREAS, As a condition of grant funding, the Developer will be required to enter into a redevelopment agreement with the Department including such terms and conditions as the Department may require (the "Redevelopment Agreement"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lots for the Purchase Price in their "as is" condition to the Developer. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer in substantially the form attached hereto as Exhibit E. If the Developer fails to close on the Redevelopment Agreement within six (6) months of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Developer shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed or deeds (each a "Deed") conveying the City Lots to the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement and herein. The Deed shall be in substantially the form attached hereto as Exhibit C.

SECTION 4. 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 such documents as may be necessary or appropriate to

carry out and comply with the provisions of this ordinance and the Redevelopment Agreement. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Lots or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. This Project will be issued a waiver from Chapter 16-18 of the Municipal Code, the Open Space Impact Fee Ordinance, pursuant to Section 16-18-070, Individualized Assessment of Impact.

SECTION 6. The Affordable Requirements Ordinance, Section 2-44-085 of the Municipal Code, shall not apply to this Project.

SECTION 7. Upon completion of any building in the Project, if the Developer is unable to sell the building to an owner-occupant after making a good faith effort, as reasonably determined by the Department, the Developer may lease the building or any units in it for up to one (1) year, provided the Developer has received written consent from the Department.

SECTION 8. 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 9. This ordinance shall take effect upon its passage and approval.

[Exhibit "D" referred to in this ordinance is printed
on pages 42553 through 42560
of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Lots And Project.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area:

21st/Morgan Park Community Area.

TIF Area:

119th/I-57.

Size/Zoning:

19,775 sq. ft./RT4.

Project Description:

4, 3-unit multi-family buildings with a total of 12 dwelling units.

| Address | PIN | Size | Market Valuation |
|---|---|---|---|
| 10726 South Loomis Street | 25-17-303-006-0000 | 4,998 | $14,994.27 |
| 10730 South Loomis Street | 25-17-303-025-0000 | 4,791 | $14,373.87 |
| 10734 South Loomis Street | 25-17-303-021-0000 | 4,987 | $14,961.51 |
| 10717 South Glenroy Avenue | 25-17-303-008-0000 | 4,999 | $14,997.00 |

Parcel 1:

The east 100 feet of the south ½ of Lot 2 and the east 100 feet of the north ½ of Lot 3 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

10726 South Loomis Street
Chicago, Illinois 60643.

Property Identification Number:

25-17-303-006-0000.

Parcel 2:

The east 96 feet of Lot 7 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

10730 South Loomis Street
Chicago, Illinois 60643.

Property Identification Number:

25-17-303-021-0000.

Parcel 3:

The east ½ half of Lot 9 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and a portion of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, with Lots 1 to 6 in Block 20 in Washington Heights in Cook County, Illinois.

Address:

10734 South Loomis Street
Chicago, Illinois 60643.

Property Identification Number:

25-17-303-021-0000.

Parcel 4:

The west ½ of Lot 4 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17, and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

10717 South Glenroy Avenue
Chicago, Illinois 60643.

Property Identification Number:

25-17-303-008-0000.

*Exhibit "B".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Decision |
|---|---|---|
| Far South CDC | Accepted | The proposal maximizes the density by right and the designs presented were nice. The budgets were mostly detailed and the applicant has some development experience in Chicago. |
| Applicant Number 2 | Declined | Proposal did not meet the unit requirements of the Missing Middle program and no conceptual plans besides images pulled from a social media platform. Relevant project experience was not clearly demonstrated. No secure funding sources were identified. The organizational structure of the team was unclear. |
| Applicant Number 3 | Declined | Conceptual plans appear to be AI-generated. The budget is not realistic. Information provided was inconsistent and the applicant does not clearly demonstrate their relevant experience. Unclear organizational structure and application does not include a self-certified architect. |

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

The City of Chicago, an Illinois municipal corporation, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for the consideration of _____ Dollars ($_____), conveys and quitclaims to _____, an Illinois company, whose offices are located at _____ ("Grantee"), all interest and title of Grantor in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property"), pursuant to an ordinance adopted by the City Council of the City of Chicago on _____, 20___, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date (the "Project Ordinance").

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (d) such other title defects as may exist; and any and all exceptions caused by the acts of the Grantee or its agents. This conveyance is also subject to the following conditions and covenants, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns. Except as otherwise defined herein, all capitalized words shall have the meanings given to such words in that certain Redevelopment Agreement between Grantor and Grantee dated _____, 20___, and recorded on even date herewith (the "Agreement").

First: Grantee shall commence construction of the Project within ___ months after the date of this deed, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) in accordance with the terms of the Agreement; provided, however, Grantor's Department of Planning and Development or any successor department thereto (the "Department"), in its reasonable discretion, may extend the construction commencement and completion dates.

Second: Grantee may not directly or indirectly sell, transfer, convey or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity, nor may Grantee directly or indirectly assign the Agreement, nor may any principal party of Grantee (e.g., a general partner, member, manager or shareholder) sell, transfer or assign any of its interest in Grantee to anyone other than another principal party, without in each case obtaining the prior written consent of the Department, which consent shall be in the Department's sole discretion.

Third: Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any Lender Financing approved pursuant to Section 4 of the Agreement, which shall be limited to funds necessary to construct the Project.

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

Fifth: Grantee, on behalf of itself and its affiliates, and the respective officers, directors, employees, agents, successors and assigns of Grantee and its affiliates, shall release, relinquish and forever discharge Grantor from and against any and all Losses arising out of or in any way connected with, directly or indirectly, the environmental matters defined as Released Claims in Section 9.05 of the Agreement, in accordance with the terms and conditions of Section 9.05 of the Agreement.

The covenants numbered First, Second and Third shall terminate on the date Grantor issues the Certificate of Completion for the Project. The covenants numbered Fourth and Fifth shall have no limitation as to time.

If Grantee fails to comply with any of the foregoing covenants and conditions, Grantor may terminate the Agreement and pursue and secure any available remedy against Grantee in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, or the specific performance of the agreements contained herein.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20___.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

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

Mail Deed And Subsequent Tax Bills To:

_____
_____
Chicago, Illinois 606__

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code of Ordinances Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 42494 through 42497 of this *Journal.*]

*Exhibit "E".*
(To Ordinance)

*Far South CDC Redevelopment Agreement.*

This agreement was prepared by and
after recording return to:

Ranti B. Oseni, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

This Far South CDC Redevelopment Agreement (this "Agreement") is made as of the Closing Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Far South CDC, an Illinois not-for-profit corporation (the "Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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| Project Information | Section 12 Mortgaging of the Project |
| Signature Page | Section 13 General Provisions |
| Section 1 Recitals | Exhibit A Legal Description of the Property |
| Section 2 Definitions | Exhibit B Project Budgets (Project, Improvements) |
| Section 3 The Project | Exhibit C Insurance Requirements |
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| Section 5 Conditions Precedent | Exhibit E Escrow Agreement |
| Section 6 Completion of Construction or Rehabilitation | Exhibit F Construction Compliance |
| Section 7 Covenants/Representations/Warranties of Developer | Exhibit G Intentionally Omitted |
| Section 8 Maintaining Records and Right to Inspect | Exhibit H Form of Mortgage |
| Section 9 Environmental Matters | Exhibit I Form of Reconveyance Deed |
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**PROJECT INFORMATION**

| **Term** | ***Definition*** |
|---|---|
| Closing Date (preamble) | [_____] 2026 |
| Developer (preamble) | Far South CDC, an Illinois not-for-profit corporation |
| Project (Recitals) | The Developer will acquire four (4) vacant City-owned parcels in the Morgan Park Community Area and redevelop such acquired lots with four (4) newly constructed residential buildings to create a total of 12 residential units. Each building will include three residential units, with each unit containing three bedrooms and two bathrooms. The project will be constructed in one phase. |
| Property | See Exhibit A for Legal Description |
| City Funds (Recitals) | Check applicable box:<br><br>___ **GO Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of GO Bonds defined below: pursuant to an ordinance passed by the City Council on April 19, 2024 and published in the Journal for such date at pages 11493 through 11568, inclusive (the "HED Bond Ordinance"), the City indicated its intention to issue bonds (the "GO Bonds") with the expectation that the proceeds of the GO Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified by the HED Bond Ordinance (the "Purposes").<br><br>___ **STSC Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of STSC Bonds defined below: pursuant to the HED Bond Ordinance, the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the Purposes. |
| Commencement Date (3.01) | [_____] 2026 |
| Estimated Project Cost (4.01) | $6,645,861 |
| City Grant (Definitions) | $1,800,000 |

<table>
<tr><td>Total Funding Sources (4.01)</td><td>
<table>
<tr><th>Total Funding Sources</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$0</td></tr>
<tr><td>Lender Financing</td><td>$2,595,861</td></tr>
<tr><td>City Grant</td><td>$1,800,000</td></tr>
<tr><td>State of Illinois Department of Commerce and Economic Opportunity</td><td>$2,000,000</td></tr>
<tr><td>Chicago Community Trust – Neighborhood Champions</td><td>$ 150,000</td></tr>
<tr><td>Chicago Community Trust – Predevelopment Grant</td><td>$ 100,000</td></tr>
<tr><td>TOTAL</td><td>$6,645,861</td></tr>
</table>
</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>[Two years after the Closing Date]</td></tr>
<tr><td>Permitted Liens (12)</td><td>[TITLE OF MORTGAGE] in favor of [LENDER NAME] dated as of [DATE OF MORTGAGE] and filed on [FILING DATE] with the Cook County Clerk, Recordings Division as document number [DOCUMENT NUMBER]; and those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer</u>:<br><br>Far South CDC<br>853 W 115th Street,<br>Chicago, Illinois 60643-4618<br><u>Attention</u>: Abraham Lacy, President<br><br>with a copy to</td></tr>
</table>

| | |
|---|---|
| | Goldstein & McClintock LLLP<br>316 North Milwaukee Street, Suite 201<br>Milwaukee, WI 53202<br>Attention: Chris S. Mehring<br><br>**If to the City**:<br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |

**Signature page to Redevelopment Agreement**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the Closing Date.

FAR SOUTH CDC,
an Illinois not-for-profit corporation

By:_____
Name:
Title:

CITY OF CHICAGO

By:_____
Ciere Boatright,
Commissioner
Department of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the _____ of Far South CDC, an Illinois not-for-profit corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development (the "Commissioner") of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires_____

**SECTION 1. RECITALS**

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

B. City Council Authority. The City Council of the City (the "City Council") has adopted one or more ordinances authorizing the use of City Funds to fund a portion of the costs of the Project and authorizing the Commissioner of DPD (the "Commissioner") to enter into this Agreement; and

C. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 hereof, City Funds to pay for or reimburse the Developer for the costs of Improvements (as defined below) pursuant to the terms and conditions of this Agreement; and

D. Sale of Property. The City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of four (4) vacant lots (each, a "Lot") that the City desires to be redeveloped for housing and which the Developer intends to purchase from the City for the same purpose; and

E. The Project. The Project is part of DPD's Missing Middle Infill Housing Initiative (the "Initiative"), which aims to combat neighborhood disinvestment by facilitating new home construction on vacant, City-owned lots. This initiative seeks to restore neighborhood density, expand home ownership opportunities, and support community revitalization in underbuilt communities; and

F. City Council Authority for Sale. Pursuant to an ordinance adopted by City Council on [_____], 2026, and published at pages [_____] through [_____] in the Journal for such date, the City authorized the sale of the Property to the Developer for the Project; and

G. Homes. Developer, subject to the terms of the Agreement, shall construct four (4) buildings (each building, a "Building" and collectively, the "Buildings") containing three (3) residential units each (each unit, a "Unit" and collectively, the "Units") on the Lots, as more fully described on Exhibit A attached hereto; and

H. Subsequent Sale to Home Buyers. Unless otherwise provided in Section 3.10, all the Buildings to be constructed by Developer pursuant to this Agreement must be developed and sold to homebuyers for a price not to exceed the amount provided in Section 3.10(b); and

I. Reconveyance Deeds. As additional security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed for each Lot in a form acceptable to the City (the "Reconveyance Deed"); and

J. Affordable Requirements Ordinance. The Department of Housing has determined that, due to market conditions, it is in the best interests of the City to waive the Affordable

Requirements Ordinance, Chapter 2-44-085 of the Municipal Code of Chicago (the "Municipal Code"), in order to further the objective of the Initiative; and

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

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

"2FM" shall mean the Department of Fleet and Facility Management or any successor City department.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Bonds" shall mean (a) the GO Bonds if the definition of "City Funds" refers to GO Bonds and/or Corporate Funds and (b) STSC Bonds if the definition of "City Funds" refers to STSC Bonds and/or Corporate Funds.

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

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.06.

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

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

"Closing" shall have the meaning set forth in Section 3.09(b).

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the "Project Information" section of this Agreement.

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

"Contaminant" shall mean any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

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

"Developer Parties" shall mean the Developer, the Developer's affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's affiliates.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any Laws which pertain to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 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. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; 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.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in the Total Funding Sources.

"Event of Default" shall have the meaning set forth in Section 11 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 6.01 hereof.

"General Contractor" shall mean the general contractor(s) hired by Developer to complete the construction of the Project.

"Improvements" shall mean those improvements of the Project which (i) are eligible to be reimbursed using a grant from the proceeds of tax-exempt Bonds and (ii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the Improvements for the Project.

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

"Journal" shall mean the Journal of the Proceedings of City Council.

"Laws" shall mean all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, orders, decrees, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented

from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees, injunctions or judgments.

"Lender" shall mean any lender providing Financing including but not limited to [____].

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amounts set forth in the Total Funding Sources.

"Limited Review" shall have the meaning set forth in Section 9.02 hereof.

"Losses" shall mean any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, suits, complaints, demands, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Lot(s)" shall have the meaning set forth in the Recitals hereof.

"Maximum Price" shall have the meaning set forth in Section 3.10(b) hereof.

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

"MBE/WBE Program" shall have the meaning set forth in Exhibit F hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Other Regulated Material" shall mean any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, or radon, or (b) is a hazard to the environment or to the health or safety of persons.

"Project Budget" shall mean the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.01 hereof.

"Property" shall mean the real property described on Exhibit A.

"Reconveyance Deed" shall have the meaning set forth in the Recitals hereof.

"Released Claims" shall have the meaning set forth in Section 9.05 hereof.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06 of this Agreement.

"Review Documents" shall have the meaning set forth in Section 9.02 hereof.

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

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/NSPS land title survey for each Lot in the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Tax-Exemption Default" shall have the meaning set forth in Section 11.01(i) hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date the Certificate is issued.

"Title Company" shall mean Greater Illinois Title Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Unit(s)" shall have the meaning set forth in the Recitals hereof.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

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

**SECTION 3. THE PROJECT**

3.01 Project Completion. With respect to the acquisition and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and obtain the Certificate no later than the Certificate Deadline.

3.02 Project Budget; Total Funding Sources. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than the Estimated Project Cost. The Developer hereby certifies to the City that (a) the Total Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Total Funding Sources are true, correct and complete in all material respects.

3.03 Scope Drawings, Plans and Specifications. Developer has delivered the Scope Drawings, Plans and Specifications for the Project to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.06 hereof. The Scope Drawings, Plans and Specifications shall at all times conform to all applicable Laws. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.04 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.02 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.06 Change Orders. Except as provided below in this Section 3.06, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Property by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Property to a use other than the Project; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Survey Updates. Upon the completion of the Project, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

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

3.09 Conveyance of City Property. The following provisions shall govern the City's conveyance of the Property to the Developer:

(a) Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of One Dollar ($1.00) per Lot (the "Purchase Price"), for a total of 4.00, which will be paid by the Developer to the City at the Closing. For purposes of this Agreement, the market valuation for each Lot is listed on Exhibit A. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees, premiums, and closing costs. The Developer acknowledges and agrees that the City has only agreed to sell the Property to the Developer for the Purchase Price because Developer has agreed to execute this Agreement and comply with its terms and conditions.

(b) Closing. The closing of this transaction (the "Closing") shall take place on the Closing Date at the downtown offices of the Title Company; provided, however, in no event shall the Closing occur unless the Developer has satisfied all conditions precedent set forth in Section 5, unless DPD, in its sole discretion, waives one or more of such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county, and municipal real estate transfer tax declarations, an ALTA statement, a grantee-grantor statement, and any other documentation customarily required by the Title Company and provided by the City, but expressly excluding "gap" undertakings.

(c) Form of City Deed. The City shall convey each Lot to the Developer by quitclaim deed (each, a "Deed" and collectively, the "Deeds"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(i) intentionally omitted.

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of Developer, its Affiliates or its Agents.

(d) Recording. Developer shall pay to record the Deeds, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

(e) Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed for each Lot. The Developer acknowledges and agrees that the City shall have the right to record any Reconveyance Deed for any Lot and revest title to any Lot and all improvements thereon in the City in accordance with Section 11 hereof. The City acknowledges and agrees that it shall not record the Reconveyance Deed for any Lot upon which construction has commenced.

(f) Title Commitment and Insurance. Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later date fees) and obtaining the Title Policy and any endorsements.

(g) Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement 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. If Developer elects not to terminate this Agreement as aforesaid, Developer shall be deemed to have accepted title subject to all exceptions.

(h) Survey. Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City.

(i) "As Is" Sale. The Developer acknowledges that it has had an adequate opportunity to inspect the Property and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). The Developer acknowledges that it is relying solely upon its own inspection and other due diligence activities in deciding whether to acquire the Property, and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer acknowledges and agrees that the Property is being conveyed, and the Developer agrees to accept the property, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, without any covenant, representation or warranty, express or

implied, of any kind, as to the structural, physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws, or the suitability or merchantability of the Property for any purpose whatsoever. The Developer acknowledges and agrees that it is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3.10. Conveyance of Unit OR Building from Developer to Homebuyer. Developer acknowledges and affirms the goals of the City with regard to achieving the construction of affordable, new, high quality, owner-occupied or rental housing within the corporate boundaries of the City. Developer shall sell completed Buildings or Units to owner/occupants (each, a "Purchaser" and collectively, the "Purchasers"). In the event a Building is sold to a Purchaser, at least one of the Units in each Building must be owner-occupied and such Purchaser may then rent the remaining Units in the Building to relatives, friends, or the general public. Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit, a recapture mortgage on the property for a period of five (5) years. All owner-occupied Units must be such Purchaser's principal residence for five (5) consecutive years following the date of purchase.

Upon completion of any Building in the Project, if the Developer is unable to sell the Building (or any Unit in the Building if the Units are being sold as condominiums) to a Purchaser after making a good faith effort, as reasonably determined by DPD, the Developer may lease the Building or any Units in it for up to one (1) year, subject to extension for good cause with Commissioner approval, provided the Developer has received written consent from the DPD.

(a) Intentionally Omitted

(b) Sales Price. Developer affirmatively covenants that it shall sell and convey each Unit or Building for a price that shall not exceed the Maximum Price:

"Maximum Price" shall mean (i) $397,805 for a two-bedroom unit, (ii) $441,962 for a three-bedroom unit, or (iii) for a building containing multiple units, the total value obtained by adding the values below for each respective unit in the building:

- For each two-bedroom unit: $397,805
- For each three-bedroom unit: $441,962

(c) Mortgage. Developer shall advise each initial Purchaser that such Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit (and the Developer shall attach as an exhibit to the Purchaser's sales contract):

(i) a forgivable mortgage ("Mortgage") in favor of the City in an amount of $50,000.

The Mortgage shall otherwise be in the form of Exhibit H to this Agreement, and shall also include the Purchaser's covenant to use the Unit as the Purchaser's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment.

Developer acknowledges and agrees that Developer shall provide advance written notice to the City of any material revisions to the forms of Mortgage set forth in Exhibit H, respectively. Such material revisions are subject to the reasonable approval of DPD.

(d) Warranties. At the closing for the conveyance of a Unit or Building from Developer to an initial homebuyer, Developer shall deliver to said homebuyer one or more warranties, in substantially the form attached hereto as Exhibit J, covering the following home systems and having a duration of one (1) year commencing with the closing date: HVAC, plumbing (interior and exterior) and electrical. Developer shall offer each homebuyer a whole house, one-year warranty at a reasonable price.

**SECTION 4. PROJECT FINANCING**

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be $6,645,861 to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of Improvements and allocated by the City for that purpose.

4.03 Uses of City Grant. City Grant funds may only be used to pay directly or reimburse Developer for costs of Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Grant funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as an Improvement.

4.04 Distribution of City Grant; Escrow Agreement. Subject to the conditions described in Section 4.02 and Section 4.03, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

4.05 Intentionally Omitted.

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City Grant as described in Section 4.04, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.07 Preconditions of Disbursement. Prior to disbursement of the City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of Improvements exceeds the City Grant funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds

the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.09 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02.

**SECTION 5. CONDITIONS PRECEDENT**

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance, or regulation and submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the pro forma title policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The pro forma title policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The pro forma title policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

| | |
|---|---|
| Secretary of State | UCC search |
| Secretary of State | Federal tax search |
| Cook County Clerk, Recordings Division | UCC/Fixture search |
| Cook County Clerk, Recordings Division | Federal tax search |
| Cook County Clerk, Recordings Division | State tax search |
| Cook County Clerk, Recordings Division | Memoranda of judgments search |
| U.S. District Court | Pending suits and judgments |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

5.06 Intentionally Omitted.

5.07 Corporate Documents. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

5.08 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

5.09 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

5.10 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by the Department of Housing's construction and compliance division.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

5.12 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 11 below, if applicable.

**SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION**

6.01 Request for Certificate of Completion. Upon completion of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain the Certificate.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall use reasonable efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out the final portion of the City Grant in connection with the Project, until (i) the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred Improvement costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Buildings/Units of the Project have been sold to Purchasers pursuant to this Agreement;
- Final Owner's Sworn Statement, with $0 outstanding balance;
- Final Contractor Sworn Statement, with $0 outstanding balance;
- Final lien waivers;
- All invoices and cancelled checks (front/back);
- Title Company disbursement reports (if applicable);
- Signed letter on the letterhead of the Project's architect stating project completion according to the plans and specifications from the Agreement;
- Signed letter on Developer's letterhead, and a signed and notarized affidavit, stating project completion according to the plans and specifications from the Agreement;
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit F.

And (ii) no Event of Default exists.

6.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms. Notwithstanding any provision of this Agreement to the contrary, in addition to any other provisions of this Agreement which by their terms survive the expiration of the Term of the Agreement, the following will survive until ten years after the Bonds, or any bonds that refinance the Bonds, have been fully paid and retired: (i) the duty to cooperate with and assist the City with the resolution of any governmental or other type of inquiry into or audit of the Bonds, or any bonds that refinance the Bonds, (ii) the duty to cooperate with and assist the City with any actions the City deems necessary in its sole discretion in the event of a Tax-Exemption Default, and (iii) Section 8 (Maintaining Records and Right to Inspect).

The covenant specifically described at Section 7.02 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly

provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 7.01(i) of this Agreement.

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have, but will not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Grant Funds not yet disbursed under this Agreement; and

(b) the right to seek reimbursement of the previously disbursed City Grant Funds from the Developer.

6.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

6.05 Failure to Obtain Certificate. If the Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate the Agreement and cancel any future payments; provided, however, that the Developer may submit a written request for an extension of the Certificate Deadline to DPD which may be granted at the Commissioner's sole discretion.

**SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

7.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of the City Grant hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) Developer shall not do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, however, that the foregoing notwithstanding, City consent shall not be required for a transfer through a quitclaim deed from the Developer to one of Developer's subsidiaries or affiliates, or to an entity controlled by, under the control of, or under common control with the Developer.

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except lender financing as disclosed to the City; and

(k) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

7.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all Laws applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for Improvements as provided in this Agreement.

7.04 Intentionally Omitted.

7.05 Intentionally Omitted.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Intentionally Omitted.

7.08 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of the City Grant, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any Improvement or other Project Costs, as applicable. Developer shall provide information with respect to any entity to receive the City Grant directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using the City Grant, or otherwise), upon DPD's request, prior to any such disbursement.

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the redevelopment project area, if any, in which the Property is located.

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

7.11 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year ended before the Closing Date and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

7.12 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

7.13 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all Laws pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

7.14 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded

and filed against the Property in the Cook County Clerk's Recordings Division. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement acceptable to the City in its sole discretion.

7.15 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer intends to pay or cause to be paid when due any non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property. The parties acknowledge that the remedies available for failure to pay such non-Governmental Charges are those available under State law, and this agreement shall not confer any additional remedies than those provided by State law.

7.17 Governmental Charges.

(a) Payment of Governmental Charges. Developer intends to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes. The parties acknowledge that the remedies available for failure to pay such Governmental Charges are those available under State law, and this agreement shall not confer any additional remedies than those provided by State law.

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property.

(c) No Impermissible Agreements. It is the intent of the Parties that no impermissible agreements related to the payment of taxes by any party that undertakes development of any portion of the Project will be entered into between the Parties. The City covenants not to enter into or enforce any agreements with any taxpayers that are owners of the Project or otherwise liable for taxes for the Project that would modify the obligations of such taxpayers under general

law and covenants and agrees that it will not enter into or remain subject to or the beneficiary of any impermissible agreement under Treas. Reg. Section 1.141-4(e)(4), including any agreement that requires Developer or owners of the Property not to contest or protest real estate taxes assessed against the Property or portions thereof, or that prohibits Developer or owners of the Property from seeking a deferral of such property taxes. The City further covenants that it will not impose any special assessments or taxes of non-general applicability on the Property while any tax-exempt Bonds are outstanding and will not collect any of such taxes or assessments while any tax-exempt Bonds are outstanding without first obtaining an opinion of Bond Counsel.

7.18 Developer's Failure to Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge that is not owed to the City or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge that is not owed to the City. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

7.19 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

**SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT**

8.01 Books and Records. The Developer, the General Contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, General Contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

8.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

**SECTION 9. ENVIRONMENTAL MATTERS**

9.01 Intentionally Omitted.

9.02 2FM's Limited Review. The City, acting through 2FM, has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with each Lot. Developer acknowledges and agrees that Developer has previously received a summary of the Limited Review, and that the City has made all Review Documents available to Developer for inspection and copying upon request. Developer acknowledges and agrees that the City does not represent or warrant that 2FM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with 2FM's summary of its Limited Review. Developer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Lots. Developer acknowledges and agrees that the Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Lots, and that there may be other conditions, uses, and sources or types of contamination affecting the Lots. Developer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Lots. Further, Developer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Developer shall be deemed satisfied with the condition of the Lots upon the Developer's execution of this Agreement

9.03 Discovery of Environmental Conditions. If the Developer encounters underground storage tanks ("USTs") during the development of the Project, the Developer shall remove and close the USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175

and 35 Ill. Adm. Code Part 734 (if the UST is leaking). In addition, if the Developer discovers soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305, the Developer shall remove such soil or soil gas. Upon discovering these or any other environmental conditions, the Developer shall immediately notify 2FM and shall obtain 2FM's approval of (i) the scope of work of any investigation, remediation or removal activities prior to commencing such work, and (ii) following completion of any such investigation, remediation or removal activities, any reports or other documents demonstrating compliance with all applicable Laws, including Environmental Laws. If required by 2FM, the Developer shall enroll the Property or the applicable portion thereof in the Illinois Environmental Protection Agency's Site Remediation Program and take all necessary and proper steps to obtain a "No Further Remediation" letter approving the use of the Property for the construction, development, and operation of the Project. The Developer shall bear sole responsibility for all investigative and cleanup costs associated with the Property.

9.04 Ban on Use of Biosolids. No materials suspected of being impacted by per- and polyfluoroalkyl substances (PFAS), including biosolids, Exceptional Quality (EQ) biosolids, and soil or compost blended with biosolids, from any source, may be imported onto the Property for any purpose.

9.05 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

9.06 Release Runs with the Land. The covenant of release in Section 9.05 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation,

limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 9.05 contains a full, complete and final release of all such claims.

9.07 Survival. This Section 9 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

**SECTION 10. INDEMNIFICATION**

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this Section shall survive any termination or expiration of this Agreement.

**SECTION 11. DEFAULT AND REMEDIES**

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous

statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement;

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement; or

(i) Developer takes any action or omits to take any action that in any way adversely affects the tax-exempt status of the Bonds, under Section 103 of the Internal Revenue Code of 1986 and all applicable federal income tax regulations, all of the foregoing as determined by the City in its sole discretion (a "Tax-Exemption Default").

(j) the failure of Developer to secure the Certificate for the Project prior to the Certificate Deadline;

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of the City Grant, may seek reimbursement of the City Grant, and may exercise any remedy available to it at law or in equity, including the right to re-enter and take possession of the Property or any portion thereof, terminate the estate conveyed to the Developer, and revest title to the Property or any portion thereof in the City; provided, however, the City's foregoing right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If a Reconveyance Deed is recorded by the Title Company, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property or the applicable portion thereof was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property or the applicable portion thereof during the period of time such Property was owned by the Developer. The Developer will cooperate with the City and Title Company to ensure that if the Title Company records a Reconveyance Deed, such recording is effective for purposes of transferring title to the Property or any portion thereof to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property or the applicable portion thereof to the

Developer and except for any mortgage authorized by this Agreement.

Notwithstanding the foregoing, if a Tax-Exemption Default has occurred and the City determines, in its sole discretion, that no cure is capable of correcting such default, the City may deliver an immediately effective notice of termination and Developer will promptly repay the City the full amount of the City Grant funds previously distributed to Developer and fully cooperate with the City in any actions it deems necessary as a result of the Tax-Exemption Default.

11.03 Cure Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

**SECTION 12. MORTGAGING OF THE PROJECT**

The Permitted Liens are the only mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

**SECTION 13. GENERAL PROVISIONS**

13.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto.

13.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

13.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

13.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

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

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

13.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

13.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

13.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

13.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

13.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for

an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

13.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the recipient party's Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

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

13.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

13.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.18. Financial Interest. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[(Sub)Exhibit "E", "H" and "K" referred to in this Far South CDC Redevelopment Agreement not attached for introduction.]

[(Sub)Exhibit "G" referred to in this Far South CDC Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "A", "B", "C", "D", "F", "I" and "J" referred to in this Far South CDC Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Far South CDC Redevelopment Agreement)

*Legal Description Of The Property.*

Lot 1.

Legal Description:

The east 100 feet of the south ½ of Lot 2 and the east 100 feet of the north ½ of Lot 3 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

10726 South Loomis Street
Chicago, Illinois 60643.

Property Identification Number ("PIN"):

25-17-303-006-0000, VOL. 461.

Market Valuation:

$14,994.27.

Lot 2.

Legal Description:

The east 96 feet of Lot 7 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

10730 South Loomis Street
Chicago, Illinois, 60643.

Property Identification Number ("PIN"):

25-17-303-025-0000, VOL. 276.

Market Valuation:

$14,373.87.

Lot 3.

Legal Description:

The east ½ half of Lot 9 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17 and a portion of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, with Lots 1 to 6 in Block 20 in Washington Heights in Cook County, Illinois.

Property Address:

10734 South Loomis Street
Chicago, Illinois 60643.

Property Identification Number ("PIN"):

25-17-303-021-0000, VOL. 276.

Market Valuation:

$14,961.51.

Lot 4.

Legal Description:

The west half of Lot 4 in Willis M. Hitt's Subdivision of the northwest ¼ of the southwest ¼ of Section 17, and part of the northeast ¼ of the southeast ¼ of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

10717 South Glenroy Avenue
Chicago, Illinois 60643.

Property Identification Number ("PIN"):

25-17-303-008-0000, VOL 461.

Market Valuation:

$14,997.

*(Sub)Exhibit "B".*
(To Far South CDC Redevelopment Agreement)

*Project Budgets.*
(Project Budget, Improvements)

| | Project Budget | MM-Eligible Improvements |
|---|---|---|
| | $ | $ |
| **Acquisition Costs** | 4 | 4 |
| **Hard Costs** | $ - | $ - |
| Site Preparation/Excavation | $ 887,652 | $ 887,652 |
| Environmental Remediation | $ - | $ - |
| Interior Roughs | $ 1,626,992 | $ 1,626,992 |
| Interior Finishes | $ 557,887 | $ 557,887 |
| Building Construction | $ 553,240 | $ 553,240 |
| Plumbing/FP | $ 295,920 | $ 295,920 |
| Electrical | $ 480,748 | $ 480,748 |
| HVAC | $ 493,200 | $ 493,200 |
| Fire Protection | $ - | $ - |
| FF&E | $ 157,180 | |
| Gas Installation | $ 120,000 | $ 120,000 |
| Hard Cost 10 | $ - | $ - |
| Hard Cost 11 | $ - | $ - |
| Bond & Insurance | $ - | $ - |
| Other FF&E | $ - | $ - |
| General Conditions | $ 303,169 | $ 303,169 |
| Construction Management Fee | $ 404,226 | $ - |
| Hard Cost Contingency | $ 252,641 | $ 252,641 |
| **Total Hard Costs** | **$ 6,132,855** | **$ 5,571,449** |
| | | |
| **Soft Costs/Fees** | | $ - |
| Architecture and Engineering | $ 260,646 | |
| Survey/Title/Appraisal | $ - | $ - |
| Bridge Loan Interest | $ - | $ - |
| Construction Interest | $ 252,356 | |
| Permits | $ - | $ - |
| Legal, Title, Closing Costs | $ - | $ - |
| Soft Cost 9 | $ - | $ - |
| Soft Cost 10 | $ - | $ - |
| Soft Cost 11 | $ - | $ - |
| Soft Cost 12 | $ - | $ - |
| Soft Cost Contingency | $ - | $ - |
| **Total Soft Costs** | **$ 513,002** | **$ -** |
| | | |
| **Total** | **$ 6,645,861** | **$ 5,571,453** |

*Notwithstanding the total of Improvements, the assistance to be provided by the City is limited to the amount of the City Grant.

*(Sub)Exhibit "C".*
(To Far South CDC Redevelopment Agreement)

*Insurance Requirements.*

Developer shall comply, and require its General Contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Commercial General Liability Insurance (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.

Coverage must include the following: All premises and operations, products/ completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than $500,000 each accident, illness or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

*(Sub)Exhibit "D".*
(To Far South CDC Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS
County of Cook )

The affiant, [Name of Signatory] [Title of Signatory] of Far South CDC, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect the Redevelopment Agreement between Developer and the City of Chicago dated _____, _____ (the "Agreement"):

A. Total expenditures for the Project, in the total amount of $_____, have been made.

B. Improvements for the Project, in the amount of $_____, have been made.

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

$_____

D. Developer requests reimbursement for the following cost of improvements:

$_____

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

*G. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

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

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* Editor's Note: Lettering sequence error present in original document.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

Far South CDC,
an Illinois not-for-profit corporation.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "F".*
(To Far South CDC Redevelopment Agreement)

*Construction Compliance.*

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. For the Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner (the "Competitive Bid Process").

Developer must comply with the Competitive Bid Process as set forth in this Section unless Developer receives a waiver from the Commissioner excepting the Developer from the Competitive Bid Process after the Commissioner personally certifies that proceeding with the Project without a Competitive Bid Process is in the best interest of the City (the "Competitive Bid Process Waiver"). Any Competitive Bid Process Waiver obtained by the Developer shall be included as an exhibit to this Agreement. Except as explicitly stated in this paragraph, all other provisions of this Section shall apply.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Improvements shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.06 (Change Orders), (Sub)Exhibit F (Construction Hiring Requirements), and Section 8.01 (Books and Records) of this Agreement.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance").

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Agreement.

2. Prevailing Wage. The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the 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 Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Paragraph. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this (Sub)Exhibit F.

During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this (Sub)Exhibit F, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

*(Sub)Exhibit "I".*
(To Far South CDC Redevelopment Agreement)

*Form Of Reconveyance Deed.*

The Grantor, Far South CDC, an Illinois not-for-profit corporation, whose offices are located at 853 West 115th Street, Chicago, Illinois 60643, for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, conveys and warrants to the City of Chicago (the "City"), an Illinois municipal corporation in the County of Cook and State of Illinois, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real estate situated in the County of Cook, in the State of Illinois, and described in (Sub)Exhibit One attached hereto (the "Property").

Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Far South CDC Redevelopment Agreement (the "Redevelopment Agreement") for the sale and redevelopment of land dated as of _____, 20__, by and between the City and the Grantor and is a remedial right granted under such agreement.

To Have And To Hold the Property with each and all of the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the City and unto the City's successors and assigns forever, Grantor hereby covenanting that the Property is free and clear of any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Property unto the City and unto the City's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the City, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming,

or to claim the same, by, through or under it, it Will Warrant And Defend, subject to: See (Sub)Exhibit Two attached hereto and made a part hereof.

Dated this _____ day of _____, 20___.

Far South CDC,
An Illinois not-for-profit corporation,

By: _____

Name: _____

Its: _____

This instrument prepared by: _____, Assistant Corporation Counsel

Mail Deed To:

City of Chicago
Attention: _____, Assistant Corporation Counsel
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b) And -45(e); And Section 3-33-060B And -060E Of The Municipal Code Of Chicago.

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 _____, the _____ of Far South CDC, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said _____, as her/his free and voluntary act and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 20__.

_____
Notary Public

(Sub)Exhibits One and Two and Statement by Grantor and Grantee referred to in this Form of Conveyance Deed read as follows:

*(Sub)Exhibit One.*
(To Form Of Reconveyance Deed)

*Legal Description Of Property.*

Address:

PIN:

*(Sub)Exhibit Two.*
(To Form Of Reconveyance Deed)

*Permitted Title Exceptions.*

[To be completed prior to recording]

General real estate taxes and any special assessments or other taxes, the Redevelopment Agreement, and any title exceptions that were on the title as the closing of this Agreement.

*Statement By Grantor And Grantee.*
(To Form Of Reconveyance Deed)

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire

and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

_____ a(n) _____

By: _____

Name: _____

Its: _____

Date: _____, 20__

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

The grantee or his agent affirms that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Chicago, by one of its attorneys:

Dated: _____, 20__

_____

_____, Asst. Corp. Cnsl.

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*(Sub)Exhibit "J".*
(To Far South CDC Redevelopment Agreement)

*Warranty Of Habitability*

*Limited Warranty.*

Owner Name: _____

Address of Property: _____

Warrantor: _____

Warrantor's Address: _____

Warranty Commencement Date: _____ ("Closing Date")

This Limited Warranty is being provided by Warrantor to Owner in accordance with that certain Purchase Agreement dated _____, 20___, by and between Warrantor and Owner (the "Contract") for property located at _____ (the "Property").

I. Limited Warranty.

Warrantor hereby guarantees and warrants that the heating, ventilating, air-conditioning, electrical and plumbing systems (the "Mechanical Systems") are in good condition on the date hereof. For a term of one (1) year from the date hereof, Warrantor hereby agrees to remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the warranty period that are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems.

In accordance with the Contract, Warrantor hereby provides to Owner a limited warranty, subject to all of the terms and conditions set forth herein, that the structural components of

the Property are of customary workmanship and such items properly perform the function for which each was designed, for a period of one (1) year following the date hereof. For purposes of this Limited Warranty, structural components shall mean only the roof, foundation, exterior and supporting walls.

The parties hereto hereby acknowledge that a preoccupancy inspection of the Property has been made by Owner and Warrantor's representative prior to the Closing Date. Any and all punch-list items from such pre-occupancy inspection to be corrected have been listed in the Inspection Report which has been signed by both Owner and Warrantor's representative, a copy of which shall be retained by Owner. All punch-list items not corrected prior to Closing shall be corrected within a reasonable period following Closing, subject to delays caused by Owner, availability of labor and materials, and other circumstances beyond the reasonable control of Warrantor. No corrections shall be made of defects not recorded on the Inspection Report except for latent defects covered by this Limited Warranty, and no correction shall be made for latent defects first claimed or discovered after the expiration of the Warranty Period (defined below).

The appliances (and any other separately warrantied components) are warranted by their manufacturers in accordance with their individual written warranties. Except For The Mechanical Systems, Warrantor Makes No Express Warranties As To These Components, And Disclaims Any Implied Warranties With Respect Thereto. Further, Owner Relieves Warrantor From Any Responsibility For Consequential Damages And Losses (Other Than For Personal Injury) Which May Arise From Or Out Of Any And All Structural Failures And From Or Out Of Any And All Breaches Of Any Warranty.

Except As Expressly Set Forth Herein, Owner Acknowledges That Owner Has Purchased The Property "As-Is", Without Any Warranty Or Representation Of Any Kind, Express Or Implied, Including By Way Of Illustration And Not Limitation, Implied Warranties Of Merchantability, Habitability, Workmanship Or Fitness For A Particular Purpose. Warrantor Neither Assumes Nor Authorizes Any Person To Assume For Warrantor Any Other Liability In Connection With The Sale Or Use Of The Property (Including The Purchased Home) And There Are No Agreements Or Warranties, Either Oral Or Written, Collateral To Or Affecting This Agreement Or The Purchased Home.

II. Express Waiver Of Implied Warranty Of Habitability.

Illinois law provides that every contract for the construction of a new home, as here, carries with it a warranty that, when completed, the home will be free of latent defects and will be reasonably suited for its intended use as a home. The law further provides that this Implied Warranty of Habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but also any defect in workmanship which may not easily be seen or discovered upon an inspection or viewing of the Property by

Owner. Illinois law, however, also provides that a seller-builder and a purchaser may agree in writing, as here, that this Implied Warranty of Habitability is not included as a part of their particular contract.

The limited warranty provided for in this Paragraph covers some, But Not All, of the matters covered by the Implied Warranty of Habitability. The limited warranty provided hereunder may cover matters which are not covered by the Implied Warranty of Habitability. The limited warranty provided hereunder may, and likely will, be different, in a number of respects, from the protection afforded to a purchaser by the Implied Warranty of Habitability. Owner agrees that in consideration for Warrantor agreeing to provide Owner with the limited warranty provided hereunder, Owner will accept such limited warranty as a substitute for the Implied Warranty of Habitability described herein.

Warrantor Hereby Disclaims, And Owner Hereby Knowingly, Voluntarily, Fully And Forever Waives The Implied Warranty Of Habitability Described Herein And Any And All Other Warranties, Express Or Implied. Owner Hereby Acknowledges, Understands And Agrees That As A Result Of Such Disclaimer And Waiver, The Implied Warranty Of Habitability Is Not A Part Of This Limited Warranty And That If A Dispute Arises With Warrantor And The Dispute Results In A Lawsuit, Owner, As A Result Of Such Waiver And Disclaimer, Will Not Be Able To Rely On The Implied Warranty Of Habitability As A Basis For Suing Warrantor Or As The Basis Of A Defense If Warrantor Sues Owner. Owner May, However, Rely On The Express Written Limited Warranties Contained In The Limited Warranty Provided Under This Agreement. I (We), As Owner, Have Read And Understand This Paragraph And I (We) Have Had An Opportunity To Seek Professional Advice Concerning Its Contents And Legal Implications, And After Doing So, Knowingly Agree To Its Terms And The Waiver-Disclaimer Of The Implied Warranty Of Habitability And The Waiver And Exclusion Of All Warranties, Express Or Implied, Other Than The Limited Warranty Provided Herein.

_____ (Owner's Initials) _____ (Owner's Initials)

Capitalized terms used but not defined herein, which are defined in the Contract shall have the same meaning herein as in the Contract.

This Limited Warranty Is In Lieu Of All Other Warranties Of Warrantor, Either Express Or Which May Be Implied By Law, Including All Warranties Of Habitability, Merchantability And Fitness For A Particular Purpose, All Of Which Are Excluded. This Warranty Does Not Extend To Incidental Or Consequential Damages.

Accepted, Approved and Agreed to:

Name: _____

Name: _____

III. Limited Warranty Basic Terms And Conditions.

To Whom Given. This Limited Warranty is extended solely to Owner and shall not extend to any successors or assigns or future owner of the Property.

Coverage.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Mechanical Systems will be free from defects due to faulty materials or workmanship and that Warrantor will remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the Warranty Period and which are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Property will be free from latent defects due to faulty materials or workmanship, with respect to the structural components which includes only the roof, foundation, exterior and supporting walls, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

"Faulty materials or workmanship" are materials or workmanship, which are not in compliance with the applicable building codes regulating construction in Chicago, Illinois as of the date of issuance of the applicable building permits. Inspection by the governmental authority with jurisdiction will provide evidence of compliance. For purposes of this Limited Warranty, "latent defects" are only those defects which are not apparent at the time of the preparation of the Inspection Report but which become apparent and of which Warrantor is notified in writing before the expiration of the Warranty Period.

Warrantor's Performance. If a defect or latent defect occurs in an item which is covered by this Limited Warranty, Warrantor will repair or replace the defective item. Steps taken by Warrantor to correct defects shall not act to extend the terms or duration of this Limited Warranty. Warrantor shall not be obligated to remedy any defects which are covered by this Limited Warranty unless Owner notifies Warrantor in writing of the defect before the expiration of the Warranty Period. Warrantor's obligations under this Limited Warranty are limited to repair or replacement of defective items.

Insurance. In the event Warrantor repairs or replaces any defect covered by this Limited Warranty for which Owner is covered by insurance, upon request by Warrantor,

Owner shall assign the proceeds of such insurance to Warrantor to the extent of the cost to Warrantor of such repair or replacement.

IV. Exclusions.

In addition to other items specifically excluded hereunder, the following are not covered by this Limited Warranty:

1. Any work included in a separate contract existing between Owner and a particular contractor, subcontractor, architect or engineer covering any phase of construction. Warrantor has no responsibility for enforcing any warranty provided under or in connection with such separate contract. Any items of construction performed by persons other than Warrantor, or its employees, agents or subcontractors, and any items of construction performed by Warrantor which are damaged or otherwise adversely affected by any acts of or work performed by persons other than Warrantor shall not be covered by this Limited Warranty.

2. Any damage caused by or the result of improper care, improper maintenance or the improper use of floor products including, but not limited to, damage to hardwood, natural stone, vinyl resilient tile, sheet products or carpet caused by the failure to use recommended floor protectors, furniture rests and cleaners, use of improper rolling casters under furniture and appliances, abuse or accidents, including but not limited to burns, cuts, scratches, scuffs, and indentations due to shoes or other hard items, any stains from carpet dyes, or damage caused by the presence of excessive moisture or alkaline substances. This Limited Warranty does not cover any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.

3. Damage Caused By Condensation. Condensation can occur whenever warm and moist air comes in contact with a cold dense surface such as window and door glass and frames. Interior moisture is generated through any number of ways including cooking, showering, drying clothes, or by setting a humidifier too high. Since condensation is influenced by the regulation of interior moisture levels by the Owner, its control or damage resulting therefrom is not warranted.

4. Any damage caused by the failure to use or the improper use of a humidifier or dehumidifier. A humidifier that meets or exceeds local building code requirements has been installed as part of the heating system. It is not designed, nor is it warranted, to provide a constant and consistent source of humidity and, therefore, the Owner may be required to provide supplemental humidity to meet personal levels of comfort. Warrantor does not guarantee the adequacy of humidity levels beyond that required by the local building code.

5. Appliances, equipment, personal property, fixtures (including such items as oven, range, dishwasher, disposal) and consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations) installed or contained in the Property are not covered by this Limited Warranty or any other warranty from Warrantor and Warrantor hereby specifically disclaims and excludes any express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose, with respect to such items. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, may be assigned and delivered to Owner at Closing. Warrantor is not a warrantor under and does not adopt such manufacturer's warranties. In the event of defects in such items, Owner should contact the manufacturer directly. Warrantor is not responsible for the performance of any manufacturer under such manufacturer's warranty.

6. Any bodily injury, any damage to personal property, and any damage to real property which is not part of the Property. Any damage to real property which is part of the Property is also excluded, except to the extent of the repair or replacement of the defective item.

7. Any defects in, or caused by, materials, work, designs or plans supplied by anyone other than Warrantor, or its employees, agents or subcontractors.

8. Damage caused by acts of unauthorized third parties, including vandalism, negligence, failure to properly maintain and service in accordance with installer's specifications, or if none, then those of the Owner, if any; or improper operation by anyone other than the Owner or its employees, agents or subcontractors.

9. Acts of God and accidents, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, flood and earthquake.

10. Nail and screw "pops", routine settling and drywall cracks, paint touch-ups, and ordinary maintenance and repairs.

11. Normal wear and tear or normal deterioration.

V. How To Make A Limited Warranty Claim.

Submission Of Claims To Warrantor. If you have a claim under this Limited Warranty, you must send a clear and specific written claim in the manner set forth below to Warrantor on that item prior to the expiration of the Warranty Period.

VI. Miscellaneous.

Independence From Contract. This Limited Warranty is independent of the Contract. Nothing contained in the Contract or any other contract between Owner and Warrantor can modify the provisions of this Limited Warranty.

Notices. All notices or claims to Warrantor or to Owner must be sent by mail, postage prepaid, certified mail, return receipt requested to the recipient at the address shown on page 1 of this Limited Warranty or to whatever other address the recipient may designate in writing.

General Provisions. Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Limited Warranty is binding upon Owner and Warrantor, and their respective heirs, executors, administrators, successors, and assigns. Use of one gender in this Limited Warranty includes all other genders; and use of the plural includes the singular, all as may be appropriate. This Limited Warranty is to be covered by and construed in accordance with the internal laws of the State of Illinois.

Amendments. This Limited Warranty cannot be changed or altered in any way, except by express written agreement signed by all parties hereto.

Owner(s):

Name: _____

Dated: _____, 20 ____.

Warrantor:

Far South CDC, an Illinois not-for-profit corporation,

By: _____

Dated: _____, 20 ____.

*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 1 of 8)

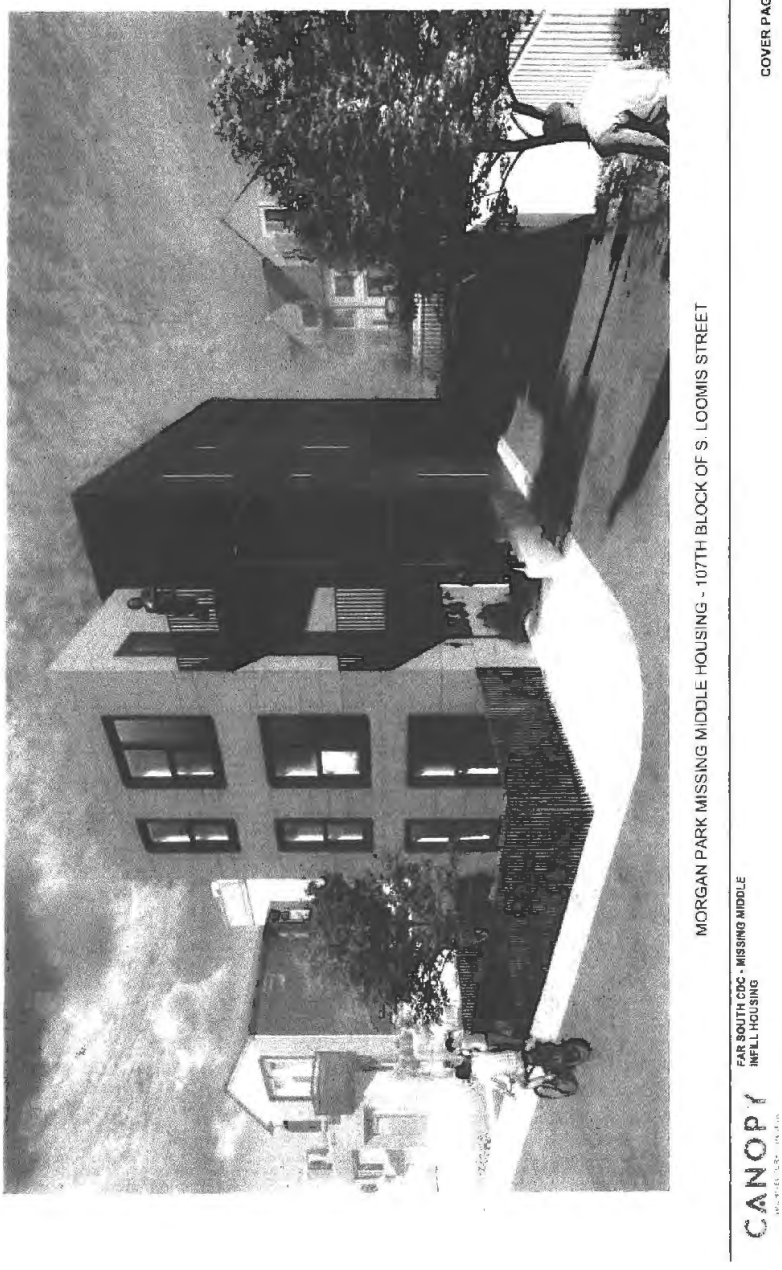
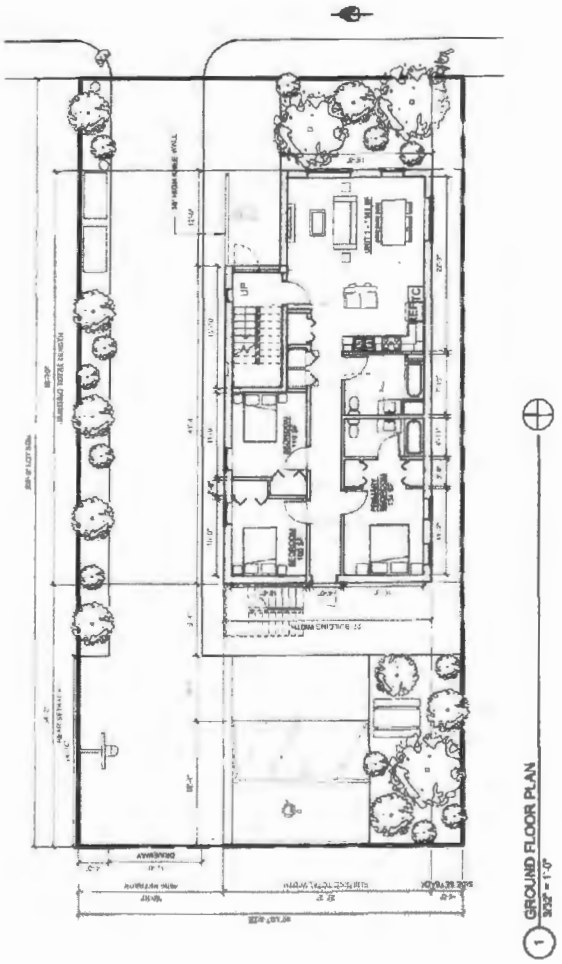


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 2 of 8)



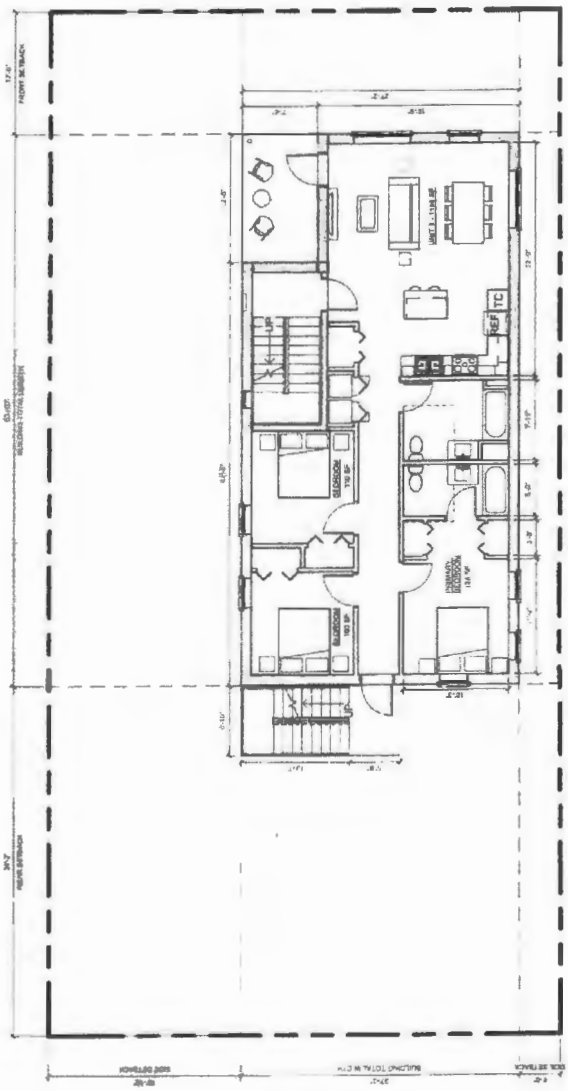

GROUND FLOOR PLAN A-101

CANOPY

FAR SOUTH CDC - MISSING MIDDLE INFILL HOUSING

*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 3 of 8)



TYPICAL FLOOR PLAN A-102

CANOPY

*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 4 of 8)

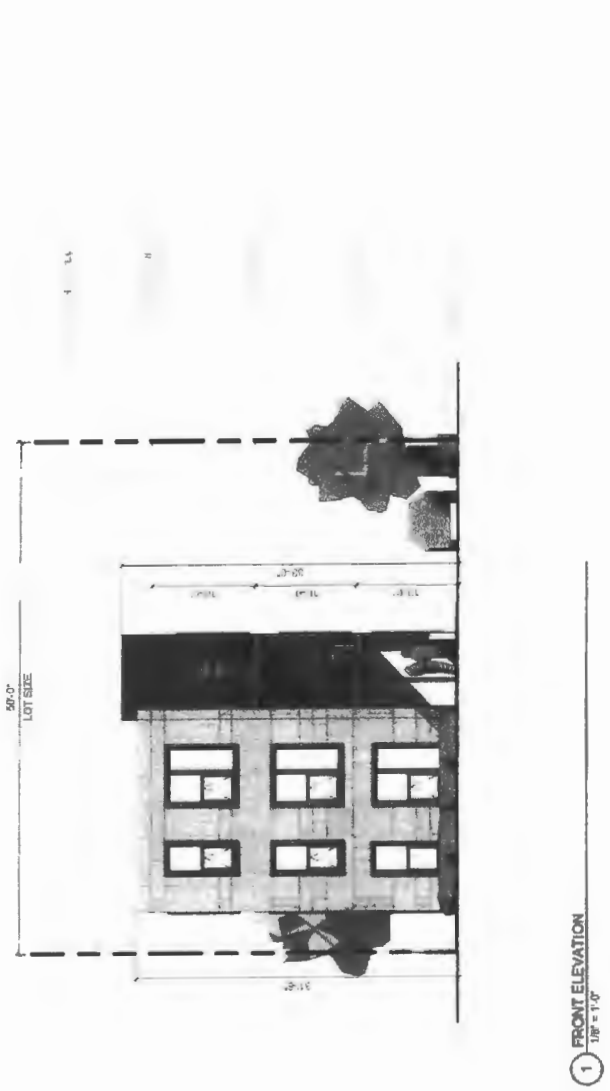


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 5 of 8)

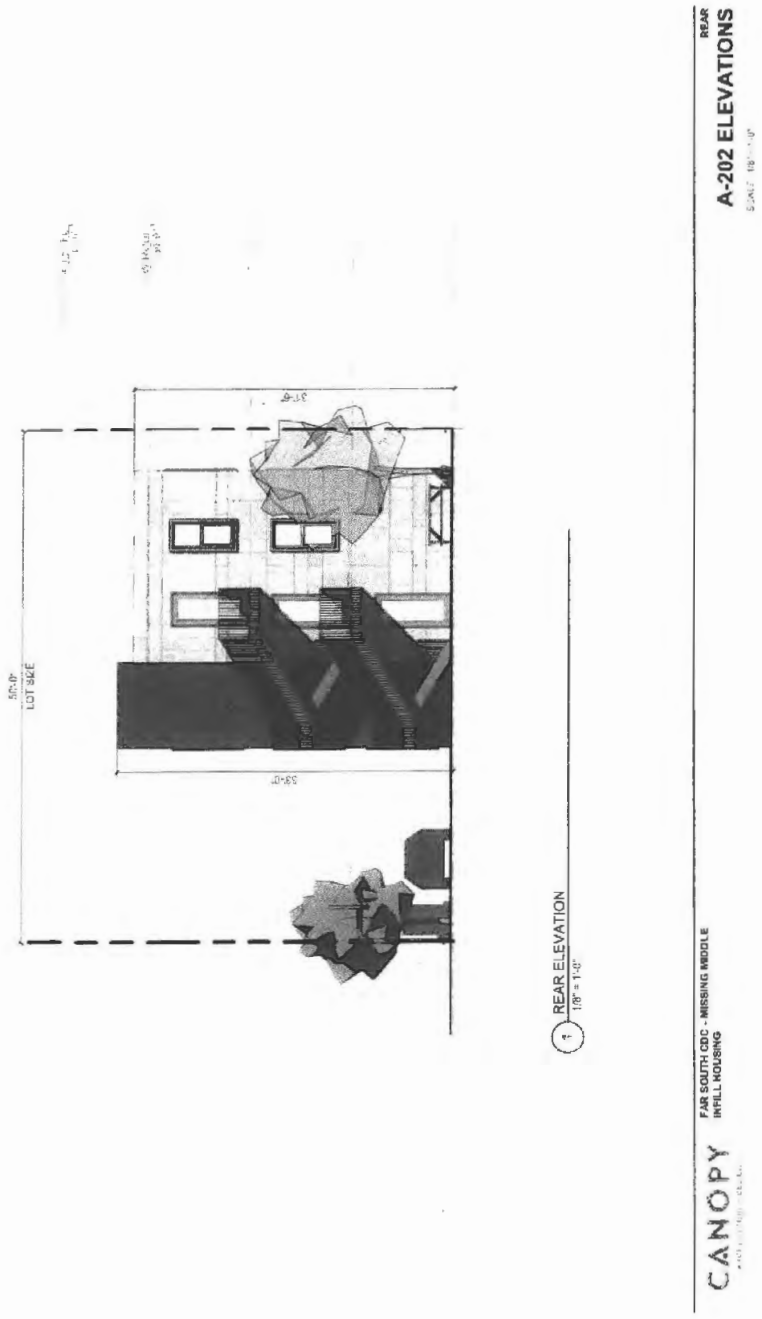


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 6 of 8)

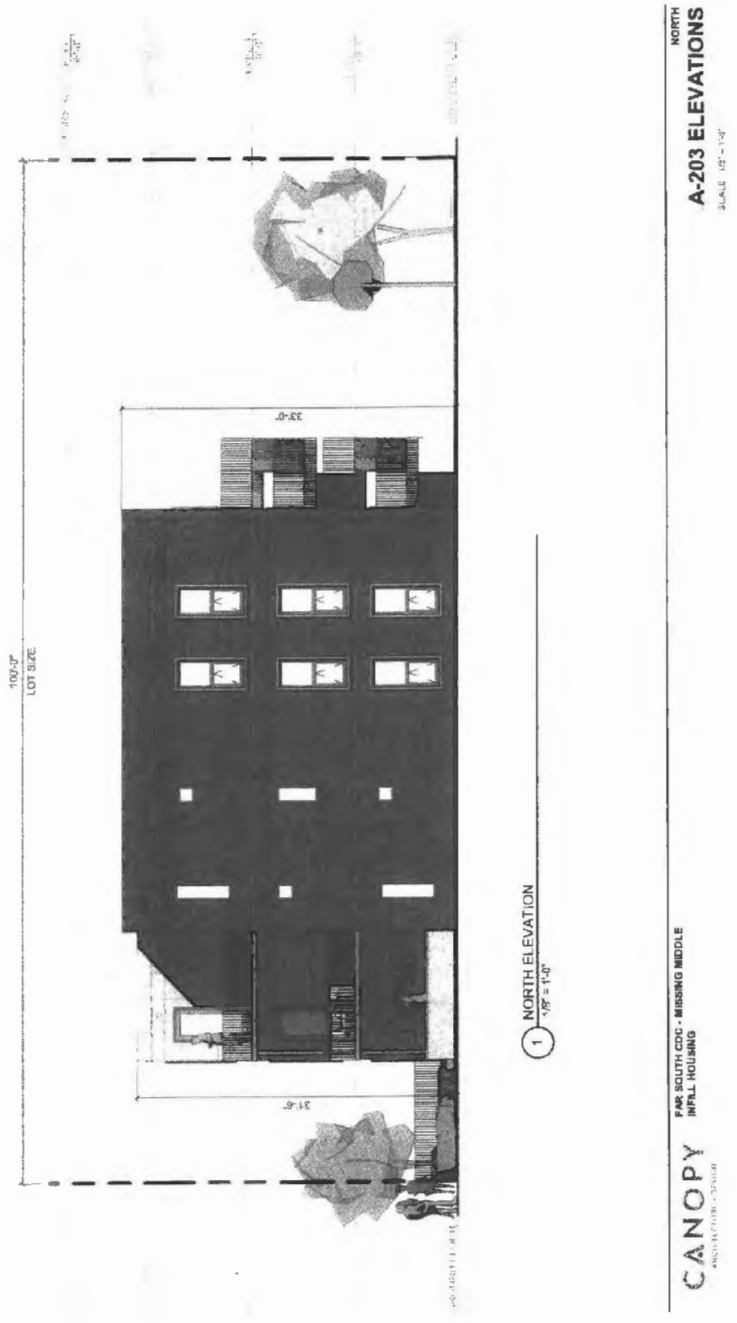


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 7 of 8)

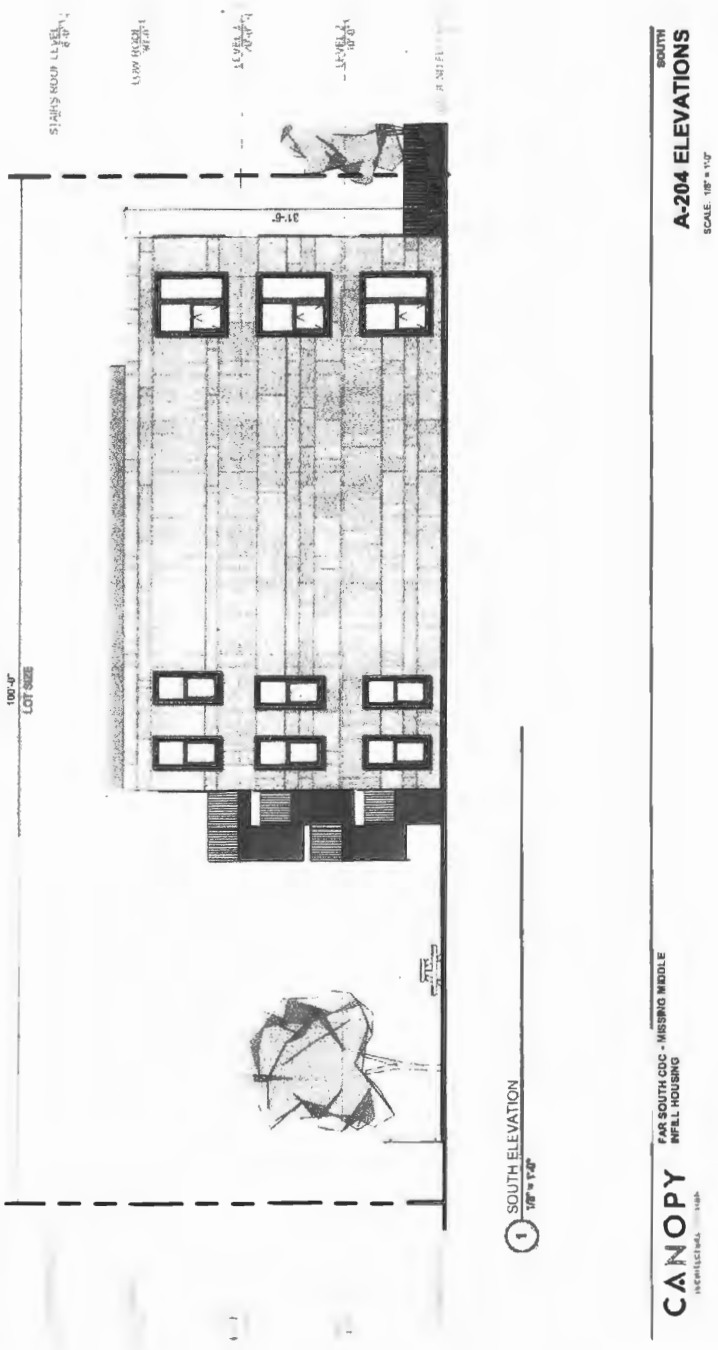
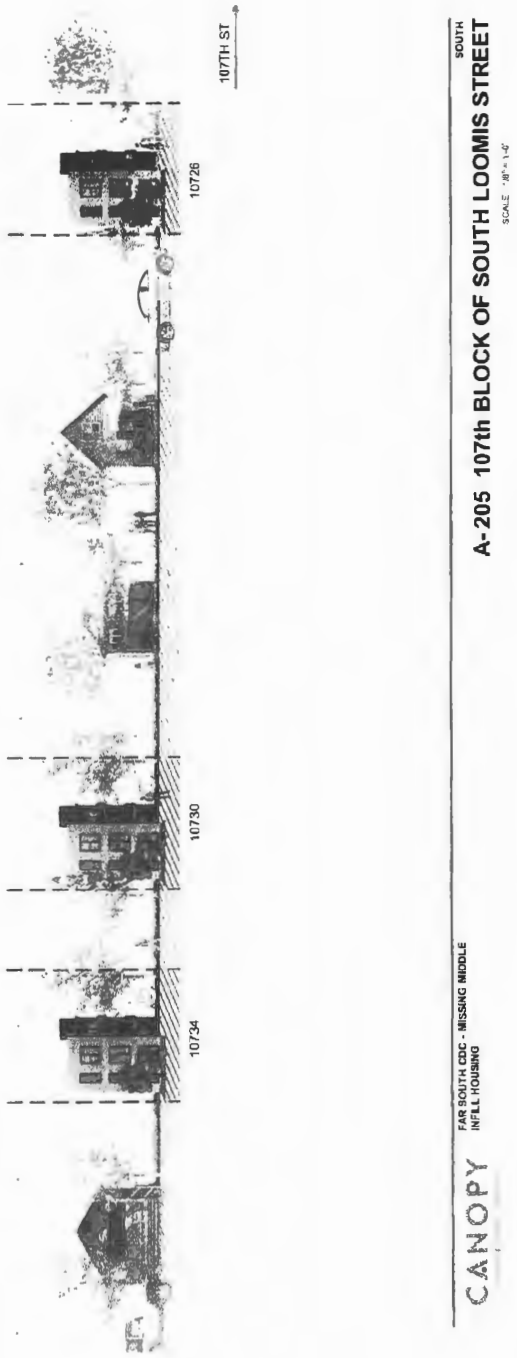


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 8 of 8)



SALE OF CITY-OWNED PROPERTY AT 6820 AND 6824 S. LOWE AVE. TO EDEN GREENS URBAN FARMS UNDER CHIBLOCKBUILDER PLATFORM.
[O2026-0024116]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6820 and 6824 South Lowe Avenue to Eden Greens Urban Farms under ChiBlockBuilder platform (6th Ward) (O2026-0024116), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, In an effort to reach potential buyers and create a competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lot") for sale on ChiBlockBuilder for Urban Agriculture during the application period beginning on April 1, 2025 and ending on May 16, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22 and 29, 2025, and May 6 and 13, 2025; and

WHEREAS, The Department evaluated ChiBlockBuilder Urban Agriculture applications based on the following criteria: (i) Feasibility of Project -- priority given to projects with clear plans and designs and realistic timeline, and that are ready to start activating the land during Spring/Summer 2026; (ii) Community Support and Impact -- priority given to projects that have support from other growers, neighbors, or organizations as indicated through letters of support, community meetings, or clear plans to engage the community they want to grow in. Priority given to projects that will provide/sell food for the community they grow in; (iii) Sustainability of the Project -- priority given to projects with evidence of clear commitment and financial and technical support, including: funding, partnerships with other organizations and clear plans for identifying further funding; (iv) Applicant -- priority given to applicants residing in Chicago with connections to the neighborhood they are applying in. Priority given to applicants from communities disproportionately impacted by food insecurity; and (v) Experience Growing -- priority given to projects where the applicant has previous experience with urban agriculture and similar projects; and

WHEREAS, The Department selected Eden Greens Urban Farm, an Illinois not for profit corporation ("Buyer") for the sale of the City Lots for the project described on Exhibit A ("Project") and depicted in the drawings attached hereto as Exhibit B; and

WHEREAS, There were no competing applicants for the City Lots; and

WHEREAS, The market value of the City Lots is $32,000; and

WHEREAS, The Buyer has agreed to purchase the City Lots for $1.00 each, for a total of $2 (the "Purchase Price"); and

WHEREAS, After transfer of the City Lots to the Buyer, the Buyer will collaborate with community members and the Project will be managed by the community; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lots to the Buyer for the Projects in their "as is" condition for the Purchase Price.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed (the "Deed") conveying the City Lots to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit C. If applicable, the Buyer shall pay any and all escrow fees and other title insurance fees and closing costs.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lots or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. Buyer must comply with all terms, covenants and conditions stated in the Deed and if Buyer fails to comply, the City may record a notice of default against the City Lots and shall have the right to exercise any and all remedies available to it at law

or in equity, including the right to re-enter the City Lots and revest title in the City. As a condition precedent to closing, Buyer must execute and deliver to the City a reconveyance deed to the City Lots to further evidence such revesting of title. This right of reverter in favor of the City shall terminate 10 years following the date of the Deed.

SECTION 6. 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 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance is printed on page 42570 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of City Lot And Project Description.*

(Subject To Title Commitment And Survey)

City Lot 1:

Lots 39 and 40 in Block 6 in Smith's Addition to Normalville, a subdivision of the northwest ¼ of the southwest ¼ of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6820 South Lowe Avenue
Chicago, Illinois 60621.

Permanent Index Number:

20-21-308-020-0000.

City Lot 2:

Lots 37 and 38 in Block 6 in Smith's Addition to Normalville, a subdivision of the northwest ¼ of the southwest ¼ of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6824 South Lowe Avenue
Chicago, Illinois 60621.

Permanent Index Number:

20-21-308-021-0000.

*Project Description.*

(Subject To Change With Department Approval)

Eden Greens Urban Farm will feature raised beds and a hoop house to grow produce traditionally and hydroponically. Eden Greens will engage the community on-site and with mobile workshops, youth engagement, and volunteer opportunities. The budget is approximately $33,800.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $2, conveys and quitclaims all right, title and interest

in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property"), pursuant to ordinance [ordinance #] adopted by the City Council of the City ("City Council") on [date], and published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____, to Eden Greens Urban Farm, an Illinois not-for-profit corporation ("Buyer" or "Grantee"), having a principal address at 2547 West 102nd Street, Chicago, Illinois 60655.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants, and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Operate Urban Agriculture Project; Transfer Prohibition. Grantee shall improve the Property with the urban agriculture project described in Grantee's ChiBlockBuilder application and approved by the City's Department of Planning and Development ("DPD"). The urban growing operations must be fully operational within five (5) years from the date of this Deed (the "Development Period"). "Fully operational" means the land must be producing food for sale or donation to communities experiencing a lack of access to healthy foods. Grantee must submit proof of compliance with this covenant annually to the City's Department of Business Affairs and Consumer Protection ("BACP") during the Development Period, and thereafter the project must remain fully operational until the 10th anniversary of the date of this Deed (the "Compliance Period"). Grantee must actively maintain the property during the Compliance Period, including maintenance of soil beds, fencing, and hoop houses, weed removal, and growing produce and must comply with the City's urban agriculture requirements. No biosolids or biosolids-based products may be imported to the Property from a wastewater treatment facility or other source if the Property is currently used for or is intended to be used for urban agriculture or cultivation of produce for human consumption due to the potential presence of Perand Polyfluoroalkyl Substances, also known as PFAS contamination, in sewage sludge. During the Compliance Period, Grantee may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, directly or indirectly sell, transfer, convey, lease or otherwise dispose of the Property or any interest therein. If Grantee fails to comply with any of the foregoing conditions, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and revest title in the City. Grantee, at the request of the City, 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 in favor of the City shall terminate ten (10) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not

upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property Lots, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of Grantee, on behalf of Grantee and Grantee's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Granter and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

7. Affordable Housing And Municipal Code Requirements. Grantee acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee's use, maintenance, and transfer of the Property.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2026.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, the Mayor of the City, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2026.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

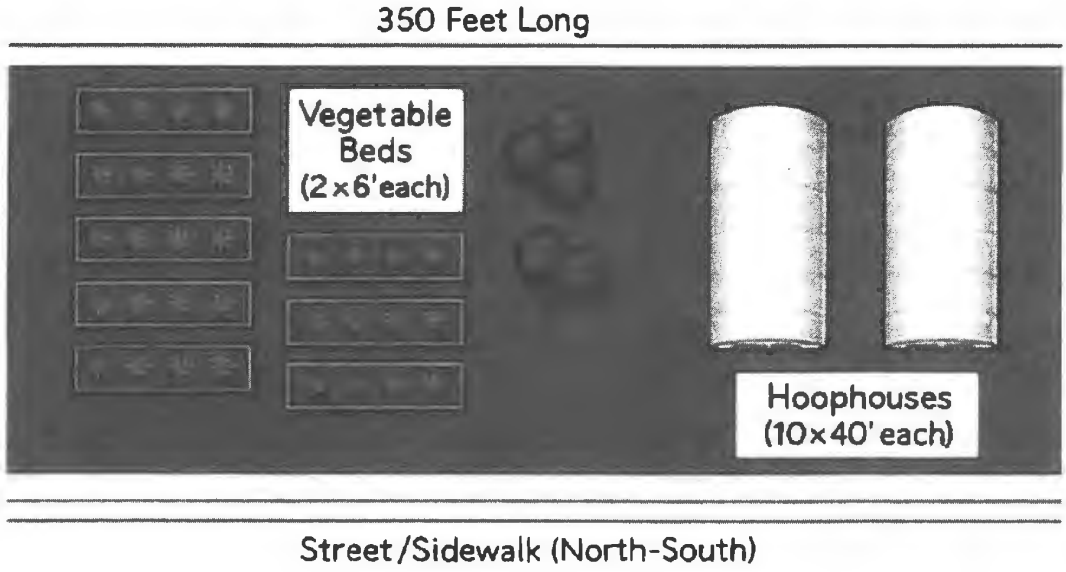
Mail Deed And Subsequent Tax Bills To:

Eden Greens Urban Farm
2547 West 102nd Street
Chicago, Illinois 60655

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 42564 and 42565 of this *Journal.*]

*Exhibit "B".*

*Project Drawings.*



SALE OF CITY-OWNED PROPERTY AT 4451 S. VINCENNES AVE. TO MC BREARTY CONSTRUCTION COMPANY UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024115]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 4451 South Vincennes Avenue to McBrearty Construction Company under ChiBlockBuilder platform (3rd Ward) (O2026-0024115), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City, through the Department of Planning and Development (the "Department") seeks to return these parcels of vacant land to private ownership and productive use; and

WHEREAS, The City is the owner of the vacant land located at 4451 South Vincennes Avenue, Chicago, Illinois 60653 (the "City Land") and legally described on Exhibit A attached hereto; and

WHEREAS, McBrearty Construction Company, an Illinois corporation ("Grantee"), owns the property located at 4445 South Vincennes Avenue, PIN 20-03-409-006-0000 (the "Grantee Property"); and

WHEREAS, The Grantee is constructing on Grantee Property a 6-unit residential building with roof decks and a 6-car garage with a roof deck; and

WHEREAS, The market value of the City Land based on a market valuation dated October 25, 2025, is $233,200.00 (the "Purchase Price"); and

WHEREAS, Grantee has offered to purchase the City Land for the Purchase Price to construct a 3-car garage with a roof deck on the City Land as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, After construction on the Grantee Property and the Project, Grantee will be providing a total of 9-dwelling units and 9-garage spaces; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the City Land with Grantee and requesting alternative proposals appeared on the City's ChiBlockBuilder website from April 1, 2025 to May 16, 2025 and in the *Chicago Tribune* on April 1, 8, 15 and 29, 2025; 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 City Council hereby approves the sale of the City Land to Grantee in its "as is" condition for the Purchase Price.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City Land to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit C.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance
printed on pages 42580 and 42581
of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Land.*

(Subject To Final Survey And Title Commitment)

Lots 23, 24, 25 and 26 (except the east 44 feet thereof and except the north 6 feet of said Lot 23) in Wirt D. Walkers Subdivision of Lot 7 in the County Clerk's Subdivision of unsubdivided land in the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4451 South Vincennes Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-409-007-0000.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $233,200.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub)Exhibit A attached hereto ("City Land"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to McBrearty Construction Company, an Illinois corporation ("Buyer" or "Grantee"), having a principal business address at 3240 West 111th Street, Chicago, Illinois 60655.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants, and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Buyer or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Land and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Buyer shall: (a) construct a 6-unit residential building with roof decks and a 6-car garage with a roof deck, and a 3-unit residential building with a roof deck and a 3-car garage with roof deck, for a total of 9-dwelling units and 9-garage spaces (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within 30 days of the date of this deed, and complete construction of the Project within 12 months after the construction commencement date, provided that plantings may be delayed for an additional 6 months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, Grantee may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Grantee, and revest title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such revesting of title. The foregoing covenants shall expire upon completion of the Project.

2. Environmental Documents Review. The City, acting through its Department of Fleet and Facility Management ("DFFM"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the City Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the City Property is being conveyed, and Grantee accepts the City Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Granter and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 202_.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 202_.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Tax Bills To:

McBrearty Construction Company
3240 West 111th Street
Chicago, Illinois 60655

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 42574 of this *Journal.*]

*Statement By Grantor And Grantee.*

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust

is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__. Signature _____
Agent
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__. Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Drawings And Site Plan.*
(Page 1 of 2)

**City Land elevation**

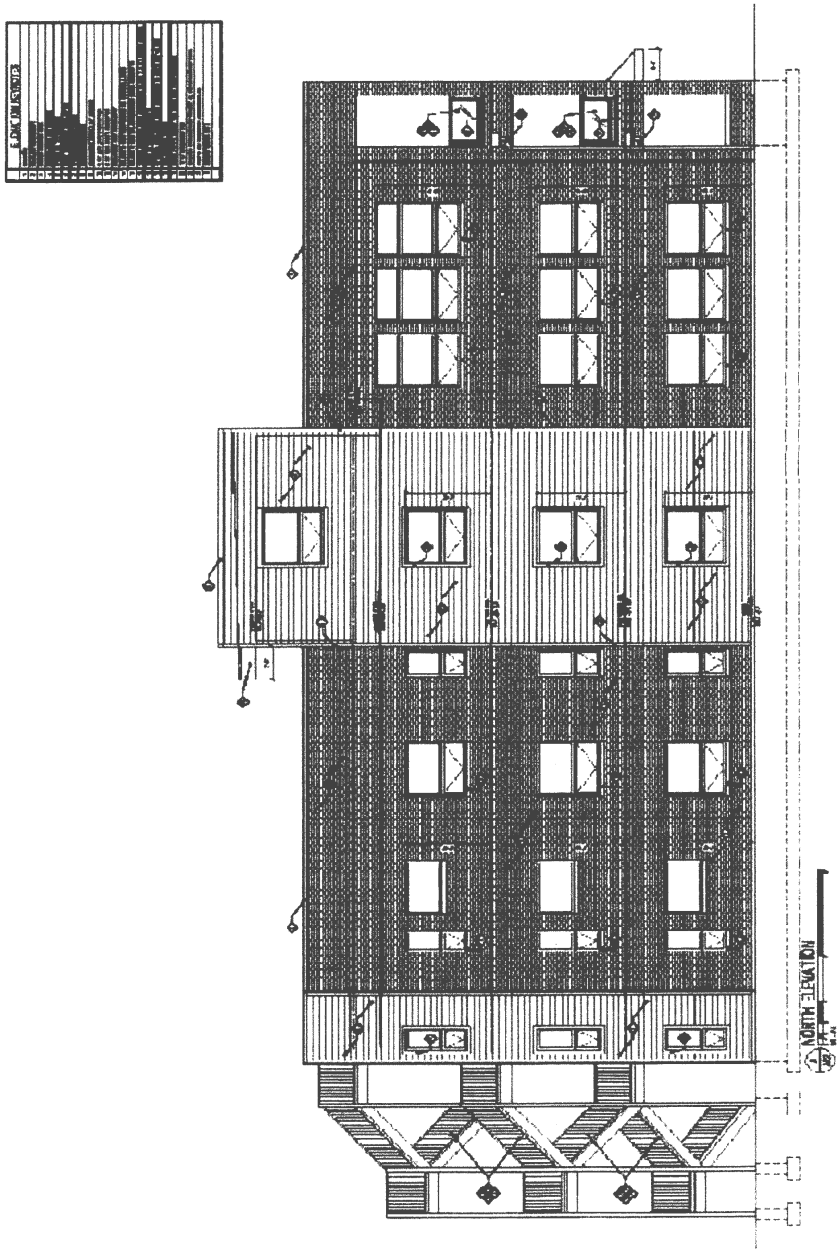
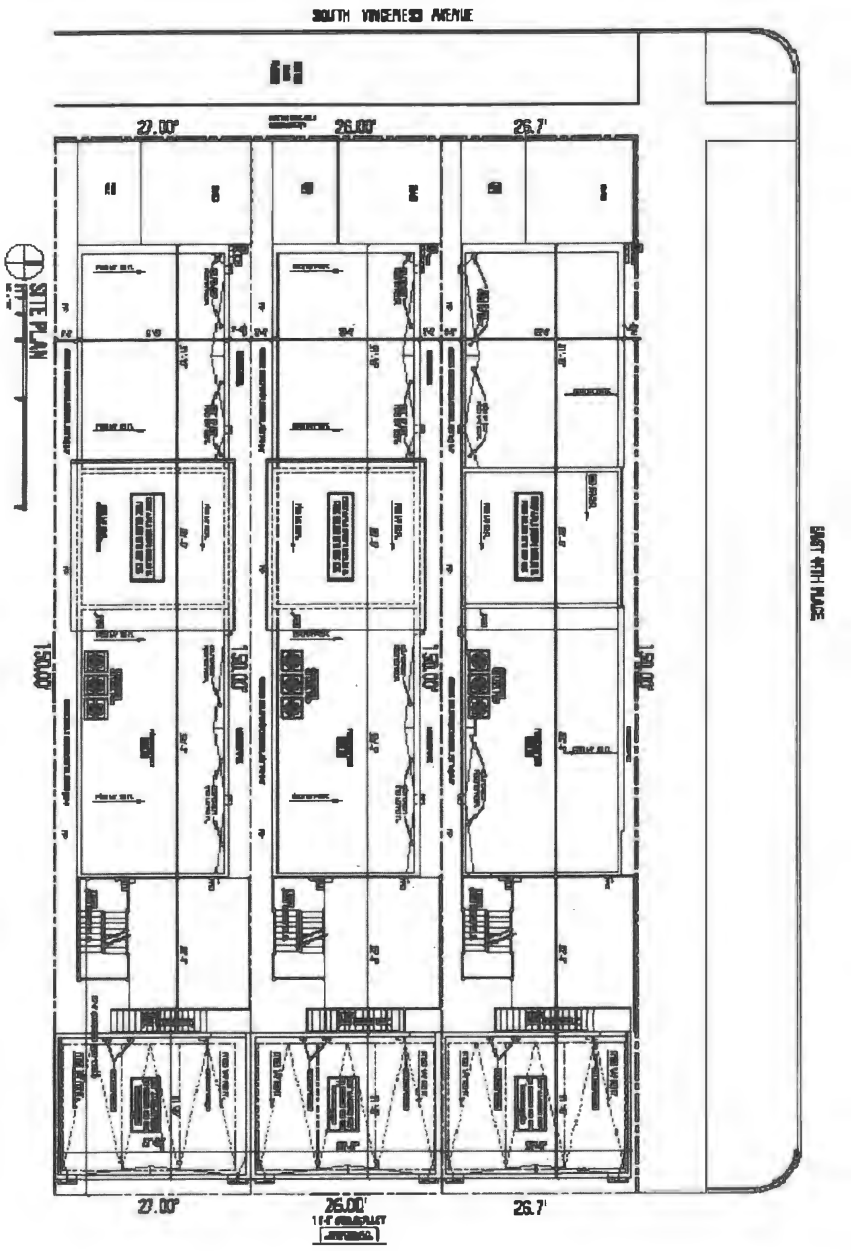


*Exhibit "B".*
(To Ordinance)

*Drawings And Site Plan.*
(Page 2 of 2)

**City Land and Grantee Property site plan**



SALE OF CITY-OWNED PROPERTY AT 346 E. 56TH ST. TO JACK PROPERTIES LLC UNDER CHIBLOCKBUILDER PLATFORM.

[SO2026-0024113]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 346 East 56th Street to Jack Properties LLC under ChiBlockBuilder platform (20th Ward) (SO2026-0024113), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The recommendation was passed as substitute by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, In an effort to reach potential buyers and create a competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2025, and ending on May 16, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15 and 29, 2025; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Jack Properties LLC, an Illinois limited liability company ("Buyer") for the sale of the City Property for the construction of four (4) two-story, 2-unit, residential buildings, for a total of eight (8) dwelling units, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, There were no other applications for the City Property; and

WHEREAS, The market value of the City Property as of March 20, 2025, as determined by CBRE, is $154,847; and

WHEREAS, The estimated cost of the Project is $1,955,000; and

WHEREAS, The Buyer offered to purchase the City Property for $155,000 (the "Purchase Price"), and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (the "Buyer Entity") for the Purchase Price, subject to the Buyer Entity's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Buyer Entity must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project;

(b) Buyer Entity must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct the Project and submit evidence thereof to the Department;

(c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;

(d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

(e) Buyer Entity must submit to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City Property within 180 days after the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

SECTION 4. 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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed
on pages 42592 through 42594
of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Property.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

| | |
|---|---|
| Ward/Community Area | 20/Washington Park |
| TIF Area | Washington Park |
| Size | Approximately 13,860 $ft^2$ |
| Current Zoning | RM5 |
| Proposed Zoning | No Change Requested |
| ZBA Approval | Not Applicable |

The east 70 feet of the south ½ of Lot 18 and the west 40 feet of the south ½ of Lot 17 in Block 2 in Yerby's Subdivision of the north ½ of the north ½ of the northwest ¼ and the west ½ of the northeast ¼ of Section 15, Township 38 North, Range 14, East of the Third Principal, in Cook County, Illinois.

Address:

346 East 56th Street
Chicago, Illinois 60637.

Permanent Index Number:

20-15-106-015-0000.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $155,000, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to an ordinance adopted by the

City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Jack Properties LLC, an Illinois limited liability company ("Grantee"), having a principal business address of 10450 South Western Avenue, Chicago, Illinois 60643.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Grantee: (a) shall improve the City Property with four (4) two-story, 2-unit, residential buildings, for a total of eight (8) dwelling units, in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within 180 days of the date of this deed, and complete construction of the Project within 180 days after the construction commencement date, provided that plantings may be delayed for an additional 6 months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the ordinary course of development; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Grantee, and revest title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such revesting of title. The foregoing covenants shall expire upon completion of the Project.

2. Environmental Documents Review. The City, acting through its Department of Fleet and Facility Management ("DFFM"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is," "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the City Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the City Property is being conveyed, and Grantee accepts the City Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever.

Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation; (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

Jack Properties LLC
10450 South Western Avenue
Chicago, Illinois 60643

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 42586 of this *Journal*.]

*Statement By Grantor And Grantee.*

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do

business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__. Signature _____
Agent
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 202_.

_____
Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202_. Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 202_.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Project Drawings.*
(Page 1 of 3)

*Exhibit "B".*
(To Ordinance)

*Project Drawings.*
(Page 2 of 3)

*Exhibit "B".*
(To Ordinance)

*Project Drawings.*
(Page 3 of 3)

SALE OF CITY-OWNED PROPERTY AT 1469 E. 69TH PL. TO INTENTRIFY URBAN DEVELOPMENT LLC UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024114]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1469 East 69th Place to Intentrify Urban Development LLC under ChiBlockBuilder platform (5th Ward) (O2026-0024114), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, In an effort to reach potential buyers and create a competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on October 1, 2024 and ending on November 15, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on October 2, 8, 16, 23 and 30, 2024; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Intentrify Urban Development LLC, an Illinois limited liability company ("Buyer"), for the sale of the City Property for the construction of a four story, 16-unit, residential building, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, There were no other applications for the City Property; and

WHEREAS, The market value of the City Property as of April 16, 2025, as determined by CBRE, is $292,500.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is $3,457,592; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance" or the "ARO") obligates the City to impose certain affordability requirements upon developers who develop residential projects that include ten (10) or more dwelling units and that receive City assistance in the form of the sale of City land, financial assistance, or certain zoning approvals; and

WHEREAS, The Project is a "residential project" within the meaning of the ARO, and this land sale triggers the requirements of the ARO; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (the "Buyer Entity") for the Purchase Price, subject to the Buyer Entity's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Buyer Entity must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project;

(b) Buyer Entity must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct the Project and submit evidence thereof to the Department;

(c) Buyer Entity must deliver to the Department, and the Department must approve, the final budget and proof of financing for the Project;

(d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

(e) Buyer Entity must deliver to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City Property within 120 days after the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

SECTION 4. 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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance
printed on pages 42605 and
42606 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Property.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

| | |
|---|---|
| Ward/Community Area | 5th |
| TIF Area | SouthShore |
| Approximate Size | 10,465.56 ft$^2$ |
| Current Zoning | RT4 |
| Proposed Zoning | RM5 |
| ZBA Approval | N/A |

Lots 1, 2 and 3 in Block 5 in the subdivision of the north ½ of the southeast ¼ of the southeast ¼ of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1469 East 69th Place
Chicago, Illinois 60637.

Permanent Index Number:

20-23-417-008-0000.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or

"Grantor"), for and in consideration of $292,500.00, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance _____ adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____, to Intentrify Urban Development LLC, an Illinois limited liability company ("Grantee"), having a principal business address of 1527 East 69th Street, #1C, Chicago, Illinois 60637.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Grantee: (a) shall improve the City Property with a four story, 16-unit, residential building (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within 60 days of the date of this deed, and complete construction of the Project within 14 months after the construction commencement date, provided that plantings may be delayed for an additional 6 months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, Grantee may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the course of development; or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Grantee, and revest title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such revesting of title. The foregoing covenants shall expire upon completion of the Project.

2. Environmental Documents Review. The City, acting through its Department of Fleet and Facility Management ("DFFM"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the City Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the City Property is being conveyed, and Grantee accepts the City Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty,

express or implied, of any kind, regarding the physical or environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation; (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

Intentrify Urban Development LLC
1527 East 69th Street, #1C
Chicago, Illinois 60637

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 42599 of this *Journal.*]

*Statement By Grantor And Grantee.*

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust

is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__. Signature _____
Agent
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202_. Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Page 1 of 2)

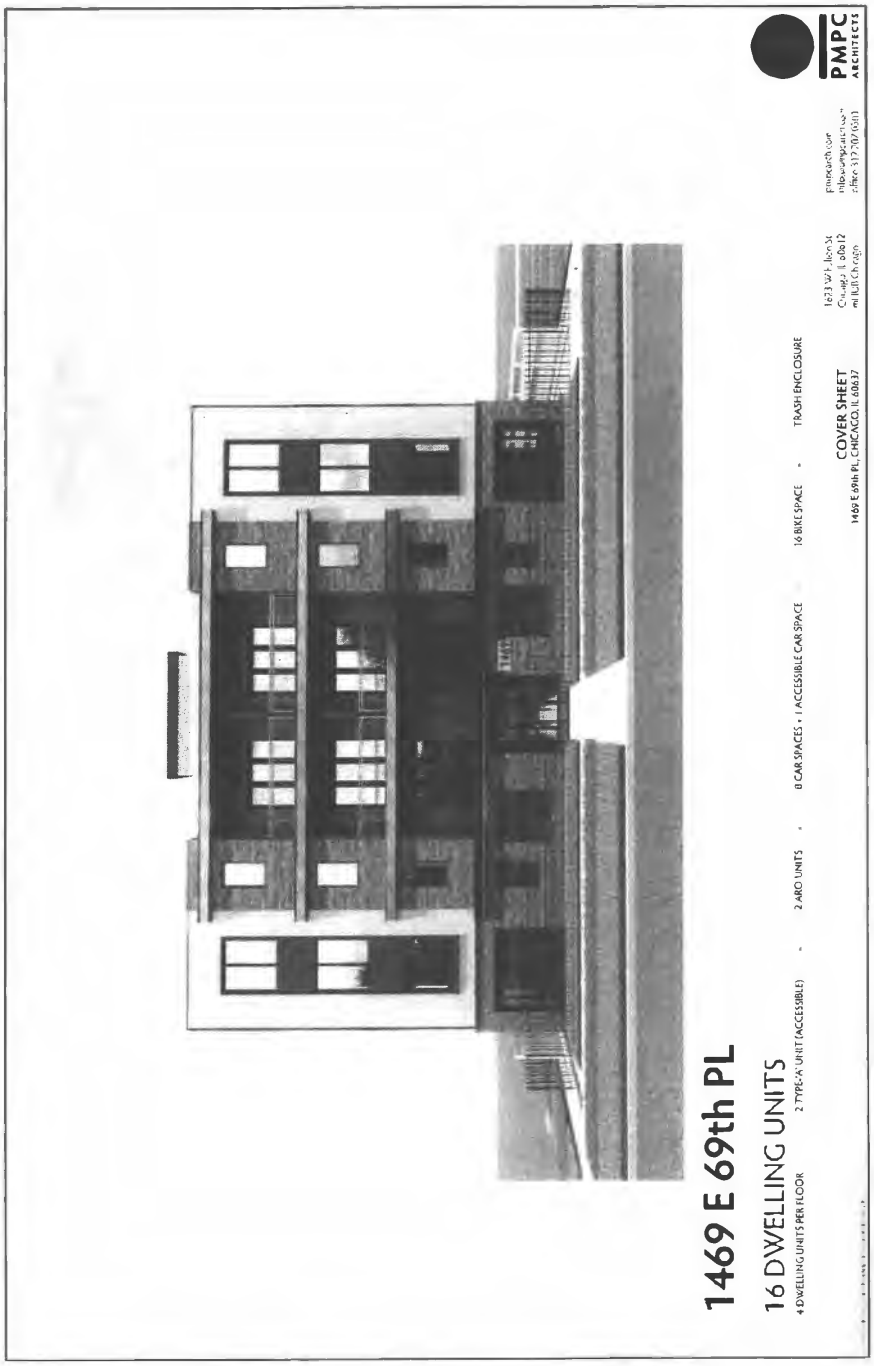
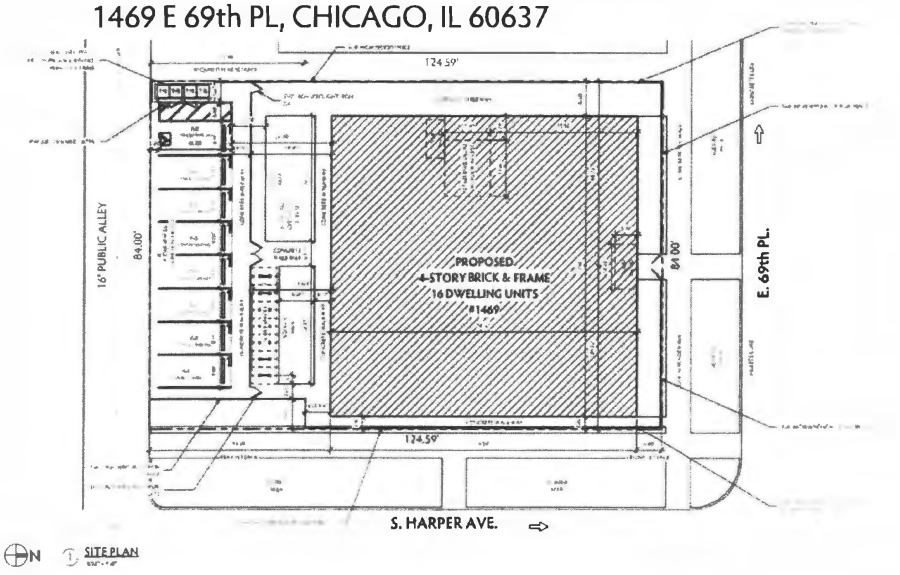


*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Page 2 of 2)

1469 E 69th PL, CHICAGO, IL 60637



SALE OF CITY-OWNED PROPERTY AT 1501 E. 69TH PL. TO INTENTRIFY URBAN DEVELOPMENT LLC UNDER CHIBLOCKBUILDER PLATFORM.

[O2026-0024107]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1501 East 69th Place to Intentrify Urban Development LLC under ChiBlockBuilder platform (5th Ward) (O2026-0024107), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, In an effort to reach potential buyers and create a competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department offered the property identified on Exhibit A attached hereto (the "City Property") for sale on ChiBlockBuilder for market rate development during the application period beginning on April 1, 2025 and ending on May 16, 2025 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22 and 29, and May 6 and 13, 2025; and

WHEREAS, Applicants for properties advertised for market rate development are expected to offer the listed market value or more, though the Department will consider discounted purchase prices for proposals that provide significant public benefits, such as a community or institutional development project; and

WHEREAS, The Department evaluated the applications for the City Property based on a number of factors, including the development team's experience, clarity and financial feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, project readiness, purchase price, public benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Intentrify Urban Development LLC, an Illinois limited liability company ("Buyer"), for the sale of the City Property for the construction of a 4-story, 8-unit, residential building, as depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, There were no other applications for the City Property; and

WHEREAS, The market value of the City Property as of March 2, 2025, as determined by CBRE, is $133,612.00 (the "Purchase Price"); and

WHEREAS, The estimated cost of the Project is $2,213,089.00; and

WHEREAS, The Buyer offered to purchase the City Property for the Purchase Price, and the Department desires to convey the City Property to the Buyer for the Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The construction of in-fill housing on vacant City land exemplifies best practices in urban planning by leveraging existing infrastructure, reducing sprawl, strengthening neighborhood vitality, and expanding available housing stock in transit-served areas; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Property in its "as is" condition to Buyer, or to an entity of which Buyer is the sole controlling party or which is comprised of the same principal parties, or to an affiliate of Buyer approved by the Department (the "Buyer Entity") for the Purchase Price, subject to the Buyer Entity's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Buyer Entity must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project;

(b) Buyer Entity must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct the Project and submit evidence thereof to the Department;

(c) Buyer Entity must submit to the Department, and the Department must approve, the final budget and proof of financing for the Project;

(d) Buyer Entity must submit to the Department, and the Department must approve, such closing checklist due diligence documents as the Corporation Counsel may request, such as a pro forma title policy, survey and corporate organization and authority documents; and

(e) Buyer Entity must deliver to the Cook County Assessor (or to the title company closing the transaction for delivery to the Cook County Assessor) a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the City Property and submit evidence thereof to the Department.

If the Buyer Entity fails to close on the acquisition of the City Property within 120 days after the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department ("Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Buyer Entity must pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C (the "Deed"), conveying the City Property to the Buyer Entity, provided the Deed may be modified as necessary to facilitate financing of the Project, subject to review and approval of the Corporation Counsel.

SECTION 4. 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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. 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 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance
printed on pages 42617 and
42618 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Property.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

| | |
|---|---|
| Ward/Community Area | 5th |
| TIF Area | N/A |
| Approximate Size | 6,987.16 ft$^2$ |
| Current Zoning | RT4 |
| Proposed Zoning | RM5 |
| ZBA Approval | N/A |

Lots 20 and 21 in Block 1 in subdivision of the north ½ of the southeast ¼ of the southeast ¼ of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1501 East 69th Place
Chicago, Illinois 60637.

Permanent Index Number:

20-23-415-001-0000.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of $133,612.00, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on (Sub)Exhibit A attached hereto ("City Property"), pursuant to ordinance _____ adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council* for

such date at pages _____ through _____, to Intentrify Urban Development LLC, an Illinois limited liability company ("Grantee"), having a principal business address of 1527 East 69th Street, #1C, Chicago, Illinois 60637.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Land; Restriction On Conveyance. Grantee: (a) shall improve the City Property with a 4-story, 8-unit, residential building (the "Project"), in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department"), provided the Department, in its sole discretion, may approve modifications upon written request; (b) shall commence construction of the Project within 60 days of the date of this deed, and complete construction of the Project within 8 months after the construction commencement date, provided that plantings may be delayed for an additional 6 months if consistent with good landscaping practices, and further provided that the Department, in its sole discretion, may extend the construction commencement and completion dates upon written request; (c) until construction of the Project is completed, Grantee may not, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, excluding the sale of individual dwelling units in the course of development, or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for the acquisition and construction financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Grantee, and revest title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such revesting of title. The foregoing covenants shall expire upon completion of the Project.

2. Environmental Documents Review. The City, acting through its Department of Fleet and Facility Management ("DFFM"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Property.

Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature Of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that DFFM's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DFFM's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DFFM's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Property.

4. Historic Contamination Of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the City Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the City Property is being conveyed, and Grantee accepts the City Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Property in a condition which is suitable for its intended use.

6. Release Of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Granter and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation: (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property; and (ii) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

This Instrument Was Prepared By:

City of Chicago
Department of Law, Real Estate Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Mail Deed And Subsequent Tax Bills To:

Intentrify Urban Development LLC
1527 East 69th Street, #1C
Chicago, Illinois 60637

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Code Section 74-106(2); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 42611 of this *Journal.*]

*Statement By Grantor And Grantee.*

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust

is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__. Signature _____
Agent
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202_. Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2025.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

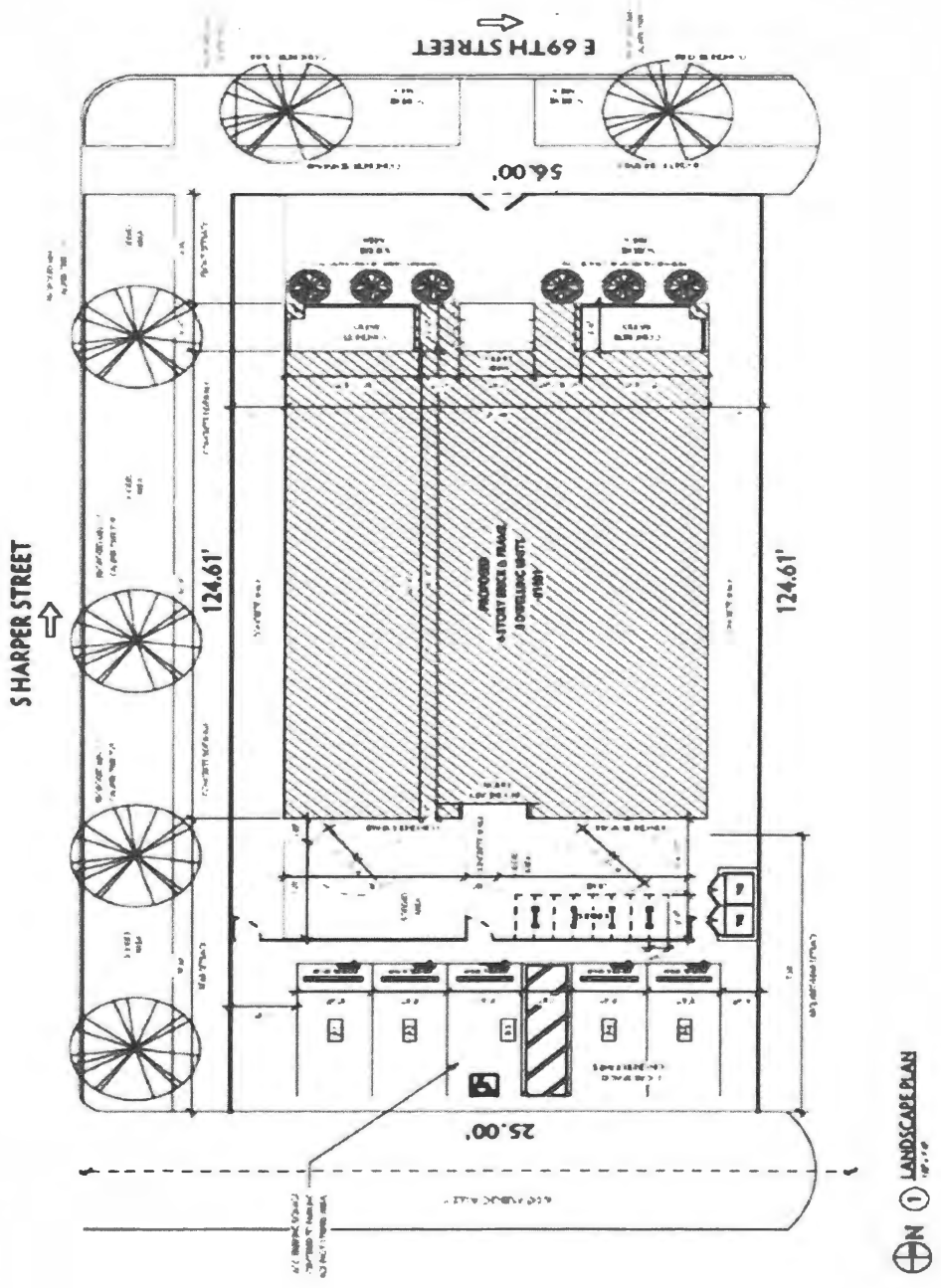
(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Page 1 of 2)

*Exhibit "B".*
(To Ordinance)

*Site Plan And Elevation.*
(Page 2 of 2)



DESIGNATION OF 1229 W. CORTLAND ST./1300 -- 1422 AND 1301 -- 1511 W. CORTLAND ST./1940 -- 2076 N. KINGSBURY ST./2046 -- 2068 AND 2041 -- 2047 N. SOUTHPORT AVE./1401 -- 1443 W. DICKENS AVE./2084 -- 2166 N. DOMINICK ST./1736 -- 2082 AND 1739 -- 2077 N. THROOP ST./1400 -- 1440 AND 1401 -- 1433 W. ARMITAGE AVE./1503 -- 1523 W. WEBSTER AVE./1801 -- 1853 N. ELSTON AVE. AS LOW AFFORDABILITY COMMUNITY.

[O2026-0023450]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026, and to which was referred an ordinance from Alderman Scott Waguespack for the designation of 1229 West Cortland Street/1300 -- 1422 and 1301 -- 1511 West Cortland Street/1940 -- 2076 North Kingsbury Street/2046 -- 2068 and 2041 -- 2047 North Southport Avenue/1401 -- 1443 West Dickens Avenue/2084 -- 2166 North Dominick Street/1736 -- 2082 and 1739 -- 2077 North Throop Street/1400 -- 1440 and 1401 -- 1433 West Armitage Avenue/1503 -- 1523 West Webster Avenue/1801 -- 1853 North Elston Avenue as Low-Affordability Community (32nd Ward) (O2026-0023450), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The State of Illinois has authorized municipalities of 1,000,000 or more residents to designate parcels as "low affordability communities" to qualify for special assessments for affordable housing under 35 ILCS 200/15-178 (the "Special Assessment Program"); and

WHEREAS, The Cook County Assessor's Office administers the Special Assessment Program which that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing; and

WHEREAS, It is the mission of the Department of Housing to provide for the equitable distribution of affordable housing in all 77 Community Areas; and

WHEREAS, The legacy of inequitable distribution of affordable housing has contributed to Chicago's long history and present reality of segregation by race and income; and

WHEREAS, Foundry Park Properties KP7, LLC (the "Developer") is the owner or is affiliated with the owner of the properties with common addresses of 1229 West Cortland Street/1300 -- 1422 and 1301 -- 1511 West Cortland Street/1940 -- 2076 North Kingsbury Street/2046 -- 2068 and 2041 -- 2047 North Southport Avenue/ 1401 -- 1443 West Dickens Avenue/2084 -- 2166 North Dominick Street/1736 -- 2082 and 1739 -- 2077 North Throop Street/1400 -- 1440 and 1401 -- 1433 West Armitage Avenue/ 1503 -- 1523 West Webster Avenue/1801 -- 1853 North Elston Avenue (the "Property"); and

WHEREAS, Waterway Residential-Business Planned Development Number 1439, as amended (the "Planned Development"), which governs the Property, permits the development of up to 3,337 dwelling units on the Property (the land and improvements thereon being herein referred to as the "Foundry Park Project"); and

WHEREAS, The Planned Development designates multiple subareas within the Property and each subarea may be further divided into individual development parcels; and

WHEREAS, The Developer intends to develop residential buildings on one or more development parcels within the Property and may convey parcels to other developers of residential buildings as part of the implementation of the Foundry Park Project; and

WHEREAS, The Foundry Park Project is located in the Lincoln Park Community Area; and

WHEREAS, The 2019 Citywide Affordable Rental Housing Analysis, commissioned by the Department of Planning and Development, found that only 8 percent of year-round rental housing units were legally restricted affordable housing units and only 13 percent of year-round rental housing units were affordable in the Lincoln Park Community Area; and

WHEREAS, The City of Chicago (the "City") may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, The City wishes to designate the subareas and parcels within the Property as a "Low Affordability Community" in order to allow developers of residential buildings within the Property to realize the benefits of the Special Assessment Program and to promote the development of more affordable housing within the Lincoln Park Community Area; 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 finds that property legally described in Exhibit 1, together with such property's Property Identification Numbers ("PINs"), is located in a Low-Affordability Community and designates this legally described property and these PINs, together with any successor PINs, as such for the purposes of the Special Assessment Program authorized by 35 ILCS 200/15-178.

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Cook County Assessor's Office.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*

*Legal Description Of Foundry Park Project Property.*

[Property north of Cortland; west of Kingsbury]

Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Lincoln Yards North Resubdivision, recorded May 11, 2023, as Document Number 2313113134, being a resubdivision of various Lots, Blocks and vacated public rights of way in the northwest quarter and the southwest quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

together with

[Property south of Cortland; west of Kingsbury].

Parcel 1:

That part of Lot 11 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, lying north of a line parallel to and 100 feet south of the north line of said Lot 11, said north line being the south line of Cortland Avenue, in Cook County, Illinois.

Parcel 2:

That part of lot 3 in Block 8 in Sheffield's Addition to Chicago, in Section 32, Township 40 north, Range 14, East of the Third Principal Meridian, lying north of a line parallel to and 133 feet south of that north line of said Lot 3 (except that part therefrom conveyed by Benjamin Carpenter and wife to Henry Haywood, Charles I. Bloomfield and Thomas Bruce by deed dated October 23, 1858 and recorded in Cook County Registry Book 158 page 639) and (except north 33 feet thereof) in Cook County, Illinois.

Parcel 3:

That part of Lots 9, 10 and 11 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian falling within the following described land: all that portion of Lots 8 to 11 in Block 2 in subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, lying north of the 34 foot right-of-way described as follows: beginning at the point of intersection of the south line of Cortland Street (formerly Clybourn Street) and the westerly line of Kingsbury Street (formerly Hawthorne Street); thence southerly along the westerly line of said Kingsbury Street 248.9 feet to a point where the easterly line of Lot 8 intersects the northerly line of said railroad company's 34 foot right-of-way; thence northwesterly along the northerly line of said right of way which is a curve to the left having a radius of 697 feet to a point in the west line of said Lot 11 a distance of 109.3 feet south of the south line of said Cortland Street; thence north on said west line of Lot 11 for a distance of 109.3 feet to the south line of Cortland Street; thence east along said south line 87.16 feet to the place of beginning (except that part of Lot 11 lying north of a line parallel to and 100 feet south of the north line of said Lot 11, said north line being the south line of Cortland Street;

also except the following described land:

all that portion of Lots 9 and 10 in block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, lying north of the 34 feet right-of-way described as follows:

commencing at the point of intersection of south line of Cortland Street (formerly Clybourn Street) and the westerly line of Kingsbury Street (formerly Hawthorne Street); thence

southerly along the westerly line of said Kingsbury Street, 248.9 feet to the point of intersection of the westerly line of said Kingsbury Street and the northerly line of the said railroad company's 34 feet right-of-way; thence northerly along the westerly line of said Kingsbury Street, 29.54 feet to the point of beginning; thence southerly perpendicular to the westerly line of said Kingsbury Street, 11.25 feet to the northerly line of the said railroad company's 34 feet right-of-way; thence westerly along the northerly line of said right-of-way which is a curve to the left having a radius of 697 feet, a length of 66.82 feet; thence easterly 42.13 feet to the westerly line of Kingsbury Street; thence southerly along the westerly line of said Kingsbury Street 45.59 feet to the point of beginning;

also except there from that part of Lot 9 falling in the following described land:

all that portion of Lots 8 and 9 in Block 2 in the subdivision of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, lying north of the 34 feet right-of-way described as follows:

commencing at the point of intersection south line of Cortland Street (formerly Clybourn Street) and the westerly line of Kingsbury Street (formerly Hawthorne Street); thence southerly along the westerly line of said Kingsbury Street, 248.9 feet to the point of beginning where the westerly line of said Kingsbury Street intersects the northerly line of the railroad company's 34 feet right-of-way; thence westerly along the northerly line of said right-of-way which is a curve to the left having a radius of 697 feet a length of 31.61 feet; thence northerly perpendicular to the westerly line of Kingsbury Street 11.25 to the westerly line of said Kingsbury Street; thence southerly along the westerly line of said Kingsbury Street 29.54 feet to the point of beginning), in Cook County, Illinois,

together with

[southeast corner of Cortland and Kingsbury]

That part of Subblock 3 of Lots 1 and 2 in Block 8 in Sheffield's Addition to Chicago in the east half of the southwest quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at intersection of the south line of Cortland Street with the east line of Hawthorn Avenue (now known as Kingsbury Street); thence south 44°47'47" east along the east line of said Hawthorne Avenue, 152.34 feet to the center line of a 13 inch brick wall, being the southeast wall of the brick building located on the land herein described as of October 4, 1944 being the date of the deed recorded October 5, 1944 as Document Number 13370376; thence north 45°01'19" east along the center line of said brick wall, 65.42 feet to a point one foot northeast of the northeast corner of said brick building at the brick base line; thence north 44°47'47" west along a line parallel to the east line of said Hawthorne Avenue 87.18 feet to the south line of Cortland Street; thence north 90°00'00" west along the south line of Cortland Street 92.19 feet to the point of beginning, in Cook County, Illinois.

Addresses Commonly Known As:

1229 West Cortland Street/

1300 -- 1422 and 1301 -- 1511 West Cortland Street/

1940 -- 2076 North Kingsbury Street/

2046 -- 2068 and 2041 -- 2047 North Southport Avenue/

1401 -- 1443 West Dickens Avenue/

2084 -- 2166 North Dominick Street/

1736 -- 2082 and 1739 -- 2077 North Throop Street/

1400 -- 1440 and 1401 -- 1433 West Armitage Avenue/

1503 -- 1523 West Webster Avenue/

1801 -- 1853 North Elston Avenue
Chicago, Illinois.

Permanent Index Numbers:

| | | |
|---|---|---|
| 14-32-120-004-0000; | 14-32-130-023-0000; | 14-32-136-001-0000; |
| 14-32-120-005-0000; | 14-32-130-025-0000; | 14-32-136-002-0000; |
| 14-32-120-012-0000; | 14-32-130-026-0000; | 14-32-136-003-0000; |
| 14-32-130-001-0000; | 14-32-130-027-0000; | 14-32-136-004-0000; |
| 14-32-130-002-0000; | 14-32-131-001-0000; | 14-32-138-001-0000; |
| 14-32-130-003-0000; | 14-32-131-002-0000; | 14-32-138-002-0000; |
| 14-32-130-004-0000; | 14-32-131-003-0000; | 14-32-138-003-0000; |
| 14-32-130-005-0000; | 14-32-131-004-0000; | 14-32-138-004-0000; |
| 14-32-130-006-0000; | 14-32-131-005-0000; | 14-32-138-005-0000; |
| 14-32-130-007-0000; | 14-32-131-008-0000; | 14-32-138-006-0000; |
| 14-32-130-008-0000; | 14-32-131-009-0000; | 14-32-302-005-0000; |
| 14-32-130-009-0000; | 14-32-131-011-0000; | 14-32-302-010-0000; |

| | | |
|---|---|---|
| 14-32-130-010-0000; | 14-32-135-001-0000; | 14-32-302-011-0000; |
| 14-32-130-011-0000; | 14-32-135-002-0000; | 14-32-303-001-0000; |
| 14-32-130-012-0000; | 14-32-135-003-0000; | 14-32-303-002-0000; |
| 14-32-130-013-0000; | 14-32-135-004-0000; | 14-32-303-012-0000; |
| 14-32-130-014-0000; | 14-32-135-005-0000; | 14-32-303-014-0000; |
| 14-32-130-015-0000; | 14-32-135-006-0000; | 14-32-303-015-0000; |
| 14-32-130-016-0000; | 14-32-135-013-0000; | 14-32-501-003-0000; |
| 14-32-130-017-0000; | 14-32-135-014-0000; | 14-32-501-004-0000; |
| 14-32-130-018-0000; | 14-32-135-015-0000; | 14-32-501-005-0000; |
| 14-32-130-019-0000; | 14-32-135-016-0000; | 14-32-501-006-0000. |
| 14-32-130-020-0000; | 14-32-135-018-0000; | 14-32-501-008-0000; |
| 14-32-130-021-0000; | 14-32-135-019-0000; | 14-32-501-009-0000; |
| 14-32-130-022-0000; | 14-32-303-007-0000; | 14-32-303-008-0000; |
| 14-32-303-013-0000; | 14-32-303-006-0000; | 14-32-303-016-0000; and |
| 14-32-304-002-0000. | | |

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FIRST AMENDMENT TO LEASE AGREEMENT WITH 8700 BUILDING LLC FOR PROPERTY AT 8650 S. COMMERCIAL AVE.

[O2026-0024039]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 2026.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on April 8, 2026 and to which was referred an ordinance from the Department of Fleet and Facility Management for the first amendment to lease agreement with 8700 Building LLC

for property at 8650 South Commercial Avenue (10th Ward) (O2026-0024039), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee, with the exception of Alderwoman Jeanette B. Taylor.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Taylor -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), and 8700 Building LLC, an Illinois limited liability company ("Landlord"), are parties to that certain Lease Number 11041 dated as of November 16, 2018 ("Lease"), pursuant to which Landlord leased approximately 6,300 square feet of space in the building located at 8650 South Commercial Avenue, Chicago, Illinois, and the adjacent parking lot (collectively, the "Premises") to the City for the South Chicago Community Service Center operated by the Department of Family and Support Services; and

WHEREAS, The term of the Lease commenced on November 16, 2018, and expired on December 31, 2023 (the "Term"); and

WHEREAS, The City has continued to occupy the Premises and pay rent on a month-to-month basis; and

WHEREAS, The City and Landlord wish to extend the Term of the Lease; 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 2FM Commissioner, or a designee of the 2FM Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Lease in substantially the form attached hereto as Exhibit A (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment.

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, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

*Exhibit "A".*

*First Amendment And Reinstatement Of Lease No. 11041.*

This First Amendment and Reinstatement of Lease Number 11041 ("First Amendment") is made and entered into as of _____, 2026 (the "Effective Date") by and between 8700 Building LLC, an Illinois limited liability company ("Landlord") and the City Of Chicago, an Illinois municipal corporation and home rule unit of government ("Tenant").

*Recitals.*

Whereas, Landlord and Tenant entered into that certain Lease Number 11041 dated November 16, 2018 (the "Lease") pursuant to which Landlord leased the Premises (as defined in the Lease) to Tenant; and

Whereas, The Lease expired on December 31, 2023, and Tenant has continued to occupy the Premises and pay rent on a month-to-month basis; and

Whereas, Landlord and Tenant desire to reinstate and amend the Lease as more fully set forth below; and

Now, Therefore, In consideration of the foregoing recitals, the mutual covenants and agreements contained in this First Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Defined Terms. The recitals set forth above are restated and incorporated herein by this reference. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Lease, unless otherwise expressly provided herein.

2. Reinstatement Of Lease. Except as otherwise specifically modified by this First Amendment, Landlord and Tenant hereby agree to reinstate the Lease in its original form as if such Lease had never expired, hereby ratify and confirm the Lease (and their respective obligations thereunder) and hereby agree to be bound by and to fully comply with the terms contained therein. Further, Landlord and Tenant mutually acknowledge and agree that neither party is in breach or default of the Lease as of the date set forth above.

3. Extension Of Term And Lease. Section 2.1 of the Lease is hereby amended to replace "December 31, 2023" with "December 31, 2028."

4. Option To Renew. Tenant shall have and is hereby granted the option to extend the term of the Lease for one (1) additional period of five (5) years (the "Option Period"), commencing on January 1, 2029, and expiring on December 31, 2033, upon the same terms and conditions contained in the Lease (other than the increase in base rent as set out below), so long as Tenant is not then in default under the Lease beyond any applicable notice and cure period. Tenant must notify Landlord, in writing, of its election to exercise its option to extend the term at least sixty (60) days prior to the expiration of the original term, as applicable.

5. Rent. Section 3.1 of the Lease is amended to include new subsections (c) and (d), which read as follows:

(c) $5,350.00 per month for the period beginning on the Effective Date of the First Amendment and ending December 31, 2028; and

(d) $5,510.50 per month for the period beginning January 1, 2029, and ending December 31, 2033, if Tenant exercises its option to extend the Lease.

6. Holding Over. The Lease is amended be deleting Section 9 in its entirety and substituting the following in lieu thereof:

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2029, and the monthly rent shall be $5,510.50; provided,

however, if Tenant exercises its option to extend, any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2034, and the monthly rent shall be $5,675.82. During any such holding over all terms and conditions of this Lease shall remain in full force and effect.

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Entire Agreement. The Lease, as modified by this First Amendment, embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

9. Incorporation Of Amendment. Landlord and Tenant hereby agree that (a) this First Amendment is incorporated into and made a part of the Lease, and (b) any and all references to the Lease hereinafter shall include this First Amendment.

10. Reaffirmation Of Lease Agreement. Except as provided in this First Amendment, the terms of the Lease are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

In Witness Whereof, Tenant and Landlord have executed this First Amendment as of the Effective Date.

Tenant:

City of Chicago, an Illinois municipal corporation

By: _____
Julie Hernandez-Tomlin,
Department of Fleet and Facility Management

Landlord:

8700 Building LLC, an Illinois limited liability company

By: _____
Lawrence J. Svabek,
Managing Member

## COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

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AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 2.206 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF W. NORTH AVE.

[O2026-0023807]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Brain Hopkins (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by adding new subsection 4-60-022 (2.206) to disallow issuance of additional alcoholic liquor licenses on portions of West North Avenue, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-60-022 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(2.206) On the north side of North Avenue, from Sedgwick Street to the first alley east of Sedgwick Street; on the south side of North Avenue, from Orleans Street to North Park Avenue; and on both sides of North Avenue, from North Park Avenue to LaSalle Drive.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 26.83 AND ADDING NEW SUBSECTIONS 27.97 AND 36.37 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. GRAND AVE.

[O2026-0024047]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Gilbert Villegas (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by modifying

subsection 4-60-023 (26.83) and adding new subsections 4-60-023 (27.97) and 4-60-023 (36.37) to disallow issuance of additional package goods licenses on portions of West Grand Avenue, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-6-023 Restrictions on additional licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for package goods within the following areas:

(Omitted text is unaffected by this ordinance.)

(26.83) On the northeast side of West Grand Avenue, from North Pulaski Road to North ~~Kedvale~~ Keeler Avenue.

(27.97) On the south side of Grand Avenue, from Hamlin Avenue to Pulaski Road.

(36.37) On the northeast side of West Grand Avenue, from North Central Park Avenue to North Hamlin Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

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AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 46.10 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. SHERIDAN RD.

[SO2026-0024057]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Angelica Clay (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by deleting subsection 4-60-023 (46.10) to allow issuance of additional package goods licenses on portions of North Sheridan Road, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions on additional package goods licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(46.10) On both sides of Sheridan Road, from Winnemac Avenue to Ainslie Street and on the east side of Sheridan Road, from Ainslie Street to Lakeside Place.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.46 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. DEVON AVE.

[O2026-0023801]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Leni Manaa-Hoppenworth (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by deleting subsection 4-60-023 (48.46) to allow issuance of additional package goods licenses on a portion of West Devon Avenue, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions on additional package goods licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

48th Ward

(Omitted text is unaffected by this ordinance.)

~~(48.46) On the south side only of Devon Avenue, from Glenwood Avenue to Lakewood Avenue. (Added Coun. J. 11-8-17, p. 59330, § 3)~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in effect immediately upon passage and publication.

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## AMENDMENT OF SECTION 4-60-073 OF MUNICIPAL CODE BY INCREASING MAXIMUM NUMBER OF LAKE VENDOR LIQUOR LICENSES ISSUED DURING ANY LICENSE PERIOD FROM 29 TO 31.

[SO2026-0024021]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Lamont J. Robinson (which was referred on March 18, 2026) to amend the Municipal Code of Chicago by modifying Section 4-60-073

to increase the maximum number of Lake Vendor liquor licenses issued during any license period from 29 to 31, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-073 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

4-60-073 Lakefront Venue liquor licenses -- Special conditions.

(Omitted text is not affected by this ordinance.)

(c) No more than ~~29~~ 31 Lakefront Venue liquor licenses shall be issued during any license period. Locations eligible for Lakefront Venue licenses for sale of beer, wine and spirits: Oak Street Beach; the Sidney Marovitz Golf Course; Berger Park; the Theater on the Lake Building in Lincoln Park; Southfield House in Lincoln Park; the

Jackson Park Golf Course club house; Grant Park, at the southern portion of the Daley Bicentennial Plaza; Burnham Harbor, near the harbor master's office; the upper level of the beach house at North Avenue Beach; the concrete pad located about 10 feet northwest of the beach house at North Avenue Beach; three locations in Millenium Park, including a restaurant and up to two locations on or adjacent to the Chase Promenade Central; the Lincoln Park Zoo; Northerly Island; South Shore Golf Course; Ohio Street Beach in Olive Park; Calumet Beach House in Calumet Park; Diversey Driving Range and Miniature Golf Course; Waveland Clock Tower Building in Lincoln Park; Osterman Beach House in Lincoln Park; DuSable Harbor Building; North Rose Garden at Buckingham Fountain; Diversey Grill in Lincoln Park; Montrose Beach House in Lincoln Park; South Shore Cultural Center; 31st Street Boathouse in Burnham Park; 63rd Street Beach House in Jackson Park; ~~and~~ 87th Street Harbor; Rainbow Beach; and 12th Street Beach.

(Omitted text is not affected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

---

AMENDMENT OF TITLE 4 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING WRIGLEY FIELD SPECIAL CLUB FEES, ALCOHOLIC LIQUOR OPERATION AND ADJACENT AREA ROOFTOP HOURS.

[SO2026-0023370]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Bennett R. Lawson (which was referred on February 18, 2026) to amend Title 4 of the Municipal Code by modifying various sections regarding Wrigley Field special club fees, alcoholic liquor operation and adjacent area rooftop hours, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

4-5-010 Establishment of license fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed every two years. For every license application which includes fingerprinting of the applicant as part of the application process, a fingerprint fee sufficient to cover the cost of processing fingerprints will be assessed in addition to the below fees. The fingerprint fee will be assessed regardless of whether the license applied for is issued or denied. The amount of the fee will be set forth by regulation promulgated by the Commissioner of Business Affairs and Consumer Protection.

A non-refundable online license application fee in the amount of $25.00 must be paid to the City at the time of initial submission of any online application for a new business license under this chapter. A non-refundable credit equal to the online license application fee paid

by the applicant will be applied towards the applicable license fee under this chapter. The balance of the license fee required by this section must be paid to the City before the applicable license may be issued. A license is not valid until all fees required by this chapter have been paid to the City. The Commissioner is authorized to establish rules based on operational requirements for license approval that limit the types of online license applications subject to the online license application fee established by this paragraph.

(Omitted text is unaffected by this ordinance.)

| | | |
|---|---|---|
| (21) | Special club (4-388) | $4,400.00 |

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-388-010 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

4-388-010 Definitions.

Whenever used in this chapter the following words and phrases shall have the following meanings:

(Omitted text is unaffected by this ordinance.)

(k) "Wrigley Field production" means an event held at Wrigley Field anticipated to have an attendance that exceeds 12,500 people, said attendance to be determined by the owner or operator of Wrigley Field, or a promoter of the event to be held at Wrigley Field.

(l) "Private event day" means a day that is not a day that is (i) not a game day nor a day that has a Wrigley Field production and (ii) that a private event, as that term is defined in Section 4-156-800(g), but excluding the indoor requirement, is held.

SECTION 3. Section 4-388-040 of the Municipal Code of Chicago is hereby repealed.

SECTION 4. Section 4-388-050 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

4-388-050 Special club license -- Application – Contents.

Application for a special club license shall be made in writing on a form provided by the commissioner, and signed under oath by the applicant. If the applicant is a corporation, a duly authorized agent shall sign the application. If the owner is a partnership, the application shall be signed by the partners. The application shall set forth the location and a description of the property used or intended for use by the special club licensee, indicating the seating capacity and rooftop location, and shall contain the following information:

(Omitted text is unaffected by this ordinance.)

(d) any such other information as may be required by the ~~commissioner~~ Commissioner; and

(e) ~~$1,000.00 special club license fee; and~~

(f) a statement from an engineer that complies with the requirements of Section 4-388-210 of this chapter; provided that this statement shall only be required for initial license applications, and shall not be required for renewals or transfers of special club licenses, except as provided in Section 4-388-070(c).

(Omitted text is unaffected by this ordinance.)

SECTION 5. Section 4-388-120 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and by inserting the underscored language, as follows:

4-388-120 Days and hours of operation.

(a) Rooftops in the Wrigley Field Adjacent Area may be open for business only on:

(1) game days, ~~and~~

(2) on days with a Wrigley Field production~~,~~ and

(3) private event days.

(b) Patronage of the rooftops may be for exclusive invitees only~~.~~.

(c) Private event days.

(1) A rooftop may be open for business a maximum of 25 private event days per calendar year.

(2) Only one private event may take place on a calendar day.

(3) The licensee shall email notice of the private event days to the alderman of the ward and to the Department of Business Affairs and Consumer Protection at least 7 days prior to the first private event day in a calendar year and, if all 25 private event days are not designated at that time, then no later than 7 days prior to the previously undisclosed private event day.

(d) The rooftops may only be open from 8:00 a.m. to 12:00 a.m. ~~Provided, however,~~

(e) Alcoholic liquor.

(1) On game days and on days with a Wrigley Field production, alcoholic liquor may be served beginning two (2) hours prior to the scheduled start of the game or event, and closing no more than one (1) hour after completion of the game or event.

(2) On private event days, alcoholic liquor may be served from 11:00 a.m. to 11:59 p.m. and may only be served in conjunction with the private event.

(3) However, regardless of the scheduled start time or of completion of the game, Wrigley Field production, or on a non-game day or day without a Wrigley Field production, alcoholic liquor may not be served on rooftops ~~by a special club licensee~~ after 11:00 p.m. from Sunday through Thursday, after 11:59 p.m. Friday and Saturday, and prior to 11:00 a.m. Sunday.

(f) This Section 4-388-120 shall sunset of its own accord without further action of the City Council on December 31, 2027.

SECTION 6. This ordinance shall be in force and effect upon passage and publication.

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AMENDMENT OF CHAPTERS 9-104 AND 9-112 OF MUNICIPAL CODE BY ADDING SPECIFICATIONS FOR TAXIMETER USE AND MODIFYING RULES ON TAXICAB EQUIPMENT REQUIREMENTS AND INSPECTIONS, LICENSE FEES AND NEW SERVICE FARE RATES.

[SO2025-0019931]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Mayor Johnson and the Commissioner of Business Affairs and Consumer Protection (which was referred on September 25, 2025) to amend the Municipal Code of Chicago by modifying Chapters 9-104 and 9-112 to add specifications for taximeter use and modifying rules on taxicab equipment requirements and inspections, license fees and new service fare rates, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection, with Alderman Reilly dissenting, on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Reilly -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Chapter 9-104 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-104-010 Definitions.

For purposes of this chapter the following definitions shall apply:

(Omitted text is unaffected by this ordinance.)

"Taxi chauffeur license" means a license issued under this chapter that permits the licensee to operate taxicabs licensed pursuant to Chapter 9-112, public passenger vehicles licensed pursuant Chapter 9-114, or transportation network vehicles.

"Taximeter" means a device which records and indicates a charge or fare measured by distance traveled, waiting time, number of passengers, and any extra charges set forth in Chapter 9-112. Taximeters must meet specifications set forth by the Commissioner in rules.

"Transportation network vehicle" shall have the meanings ascribed to this term in Section 9-115-010.

9-104-040 License -- Term.

(Omitted text is unaffected by this ordinance.)

(c) The Commissioner is authorized to prescribe by rule the grounds and criteria for extension of the time period for renewing a public chauffeur license for an applicant who fails to renew ~~his~~ their license prior to the expiration date for the license.

(Omitted text is unaffected by this ordinance.)

9-104-050 License -- Qualifications.

(a) An applicant is qualified to receive and maintain a public chauffeur license if the applicant:

(Omitted text is unaffected by this ordinance.)

14. has not had ~~his~~ their driver's license ~~cancelled~~ canceled, suspended, or revoked, by any governing jurisdiction, as a result of a driving-related incident within the 12-month period preceding the date of application; and

(Omitted text is unaffected by this ordinance.)

9-104-110 Rules.

The ~~c~~Commissioner is authorized to promulgate rules for the proper administration and enforcement of this chapter and any other applicable section of this Code to facilitate a safe environment for licensees, passengers, and the public, and in order to promote orderly, efficient, and professional conduct by licensees. The ~~c~~Commissioner is also authorized to promulgate rules to impose any fees reasonably related to the cost of administration as specifically authorized in this chapter.

9-104-120 Public chauffeur behavior.

A licensee shall not abuse, assault, insult, or threaten any other person, any passenger or other drivers, or use profane language, in connection with the operation of a taxicab or public passenger vehicle.

A licensee shall not discriminate against or refuse service to a passenger based on the passenger's stated destination or the passenger's stated or apparent identity as a member of a protected class as listed in Section 6-10-030.

9-104-125 Taximeter and Fare Payment.

A licensee is responsible for ensuring that the taxicab the licensee operates is equipped with an operational taximeter. A licensee who operates a taxicab must activate the taximeter at the start of a passenger trip for all passengers secured through "street hail" or taxicab stand.

A licensee who operates a taxicab is exempt from activating the taximeter for passengers secured through a taxi e-hail dispatching smart phone application or platform.

9-104-130 Service to passengers with service animals.

A licensee must comply with 775 ILCS 30/1, et seq., by accepting passengers with service animals. Any licensee found to have refused transportation to a person with a service animal shall be fined $500.00 and have ~~his~~ their license suspended for 29 days for the first offense. Any licensee found to have ~~committed,~~ committed a subsequent offense of this section shall have ~~his~~ their license revoked and shall be fined $500.00. For purposes of this section, the term "service animal" has the meaning ascribed to this term in 28 CFR § 35.104.

9-104-160 Surrendering license and information to authorized City personnel -- Required.

A public chauffeur shall upon request of any authorized City personnel, as defined in Section 9-114-315, surrender ~~his~~ their public chauffeur license and supply any additional information requested by such authorized City personnel concerning the operation of ~~his~~ their public vehicle.

SECTION 2. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

9-112-030 Total number of licenses.

The total number of licenses that each licensee holds will be based on the total licenses in each corporation, or legal entity, in which they ~~s~~ holds a 25 percent or greater share of ownership interest including, but not limited to, stocks and shares.

No person shall own in whole or in part, directly or indirectly, or have a security interest in more than 25 percent of, the authorized licenses issued under Chapters 9-112 and 9-114.

9-112-050 Vehicle inspections.

No person shall place a vehicle into service as a taxicab until the vehicle has been inspected under the direction of the Commissioner and found to be in safe operating condition. A taxicab vehicle inspection includes, but is not limited to, ensuring that all required equipment is installed and operating as intended, and that the interior and exterior of the vehicle are clean and in good condition for the safety of the vehicle drivers and passengers. Licensees must submit all their taxicab vehicles for inspection as scheduled by the Department. Except as otherwise provided in this section, taxicab ~~Taxicab~~ vehicles with a vehicle age of five years or newer must be inspected at least annually, and all older taxicab vehicles must be inspected at least semiannually. Regardless of vehicle age, wheelchair accessible vehicles must be inspected semiannually.

If ~~any~~ licensee fails to appear and make ~~his~~ their vehicle available for inspection after receiving a notification from the Commissioner to do so, the Commissioner may immediately suspend the licensee's license and impose a fine as set forth in Section 9-112-630, in addition to all other applicable penalties, including extending the license suspension, ~~and/~~or license revocation, or both. If the licensee again fails to so appear, the Commissioner may suspend ~~his~~ their license until the vehicle has passed an inspection pursuant to this section. If a licensee demonstrates a pattern of missing scheduled inspection dates, the Commissioner may revoke the license.

The Commissioner is authorized to adopt rules to specify the time frame and schedule for vehicle inspections and may require additional inspections based upon complaints.

9-112-070 Specifications for taxicab vehicles.

The Commissioner may issue licenses for motor vehicles to operate as taxicabs according to the following:

(Omitted text is unaffected by this ordinance.)

(d) A licensee ~~cannot~~ shall not: (1) place a vehicle with an odometer reading of 150,000 miles or greater in operation for the first time as a licensed taxicab; or (2) place a taxicab with an odometer reading of 150,000 miles or greater in operation as a licensed taxicab after such vehicle has not been used as a licensed Chicago taxicab for the eighteen or more preceding months.

(e) Any vehicle which has ever been issued the title class of either "salvage," "rebuilt," "junk," "total loss," or any equivalent classification in any jurisdiction is not eligible for operation as a taxicab.

(i) It is the affirmative duty of the licensee to ascertain that the taxicab ~~vehicle~~ is in compliance with this subsection.

(Omitted text is unaffected by this ordinance.)

9-112-080 Change of taxicab equipment.

The Commissioner ~~will~~ is authorized to promulgate ~~by~~ rules establishing the process that licensees must follow when a licensee replaces the taxicab ~~vehicle~~ (for purposes of this section, a "change of equipment"). For a change of equipment ~~performed during a scheduled periodic inspection~~, the Commissioner shall assess a $25.00 non-refundable change of equipment processing fee. ~~For a change of equipment not performed during a scheduled periodic inspection, the Commissioner shall assess a $25.00 change of equipment processing fee.~~

9-112-110 Investigation and issuance of license.

(Omitted text is unaffected by this ordinance.)

(d) The licensee shall provide a vehicle that is in safe and proper condition at the time the license is issued; and shall register the vehicle in applicant's name or, in the case of a leased vehicle, shall provide a copy of the lease, in a form acceptable to the Commissioner, that must cover at least the duration of the license for that vehicle and must include an acknowledgment by the lessor of the vehicle that he has given his consent for the vehicle to be used as a taxicab ~~as licensed~~.

(Omitted text is unaffected by this ordinance.)

9-112-120 License rescission.

The ~~c~~Commissioner shall have the power to rescind any license erroneously or illegally issued, transferred or renewed pursuant to this chapter. In order for such a rescission to be effective, the ~~c~~Commissioner must notify the licensee of the date the rescission will take effect. The notice shall take place by certified mail or in-person notification. The ~~c~~Commissioner must indicate in such notice the basis for the rescission and must also indicate a date and time, prior to the proposed rescission date, upon which the licensee may appear before the ~~c~~Commissioner, or his or her designee, to contest the proposed rescission. The licensee shall also be informed that he or she shall be entitled to present to the ~~c~~Commissioner or his or her designee any document, including affidavits, relating to the proposed rescission. Following the appearance of the licensee before the ~~c~~Commissioner, the ~~c~~Commissioner may affirm or reverse his or her rescission decision. The ~~c~~Commissioner's decision shall be in writing and shall be mailed to the licensee at least five days before a license rescission is effective. A licensee may appeal the ~~c~~Commissioner's decision to any court of competent jurisdiction.

9-112-140 Required safety features.

(Omitted text is unaffected by this ordinance.)

~~(c) The requirements of this section do not apply to an owner operator.~~

9-112-150 License fees and terms.

(a) Licenses shall be issued for a two-year period.

(b) The license term for licenses shall be from March 1 of the current year to the last day of February two years subsequent to the current year.

(i) License issuance or renewal fee is $500.00 for taxicabs that are not wheelchair-accessible. The fee shall not be prorated. In addition, as part of the license issuance or renewal fee, a licensee shall pay $22.00 per month to the City's accessibility fund for each taxicab which is not wheelchair-accessible. The licensee may pay the $22.00 per month fee at the same time as the licensee pays the ground transportation tax imposed in Chapter 3-46 of this Code; provided, however, that no fee shall be due for any calendar month during which such a taxicab is out of operation for the entire month and the license for such taxicab is surrendered for the entire month. The $22.00 fee shall not be subject to proration for portions of a calendar month. The Department shall deposit the $22.00 per month fee to the City's accessibility fund.

(ii) License issuance or renewal fee for wheelchair-accessible vehicle taxicabs is $500.00. The license must be attached to a wheelchair-accessible vehicle taxicab during the entire licensing term.

(iii) The license issuance and renewal fees and accessibility fund fees provided in this subsection are not refundable.

(Omitted text is unaffected by this ordinance.)

9-112-320 Dispatch calls.

(a) Licensees and taxicab affiliations shall have an affirmative duty to respond to dispatch requests for taxicab service in underserved areas and to ~~i~~ensure compliance with this section by the drivers of vehicles. Licensees and taxicab affiliations shall immediately report to the commissioner any driver who fails to comply with the requirements of this section.

(Omitted text is unaffected by this ordinance.)

9-112-560 Airport service.

(Omitted text is unaffected by this ordinance.)

(e) The fare for transportation originating from O'Hare or Midway to the following ~~suburbs~~ municipalities and other designated locations is a straight meter fare plus any applicable tolls and surcharges:

Alsip

Bedford Park

Blue Island

Burbank

Burnham

Calumet City

Calumet Park

Cicero

Des Plaines

Dolton

Elk Grove Village

Elmwood Park

Evanston

Evergreen Park

Forest View

Harwood Heights

Hines/VA hospital

Hometown

Lincolnwood

Merrionette Park

Niles

Norridge

Oak Park

Oak Lawn

Park Ridge

River Forest

River Grove

Riverdale

Rosemont

Skokie

Stickney

Summit

(f) A shared ride program shall be in operation only from O'Hare and Midway. For purposes of this section a "shared ride" means a taxicab trip with a minimum of two passengers and maximum of four passengers that originates from specified locations and ends within specified locations for a specified flat fee per person.

Shared rides shall be in operation only at designated cab stands when authorized personnel are on duty. The authorized personnel shall have complete authority to make final decisions pertaining to loading shared ride passengers at these airports.

The following shall be the starting and ending points and rates for shared rides. Prices listed are per person, per trip, and do not include tolls and other surcharges:

From O'Hare to Downtown or McCormick Place -- ~~$24.00~~ 30.00

From Midway to Downtown or McCormick Place -- ~~$18.00~~ 22.00

From O'Hare to Midway -- ~~$37.00~~ 45.00

From Midway to O'Hare -- ~~$37.00~~ 45.00

For purposes of this section the term "downtown" means the area bounded by 22nd Street (South), Fullerton Avenue (North), Ashland Avenue (West), and Lake Michigan (East).

The ~~c~~Commissioner may by rule regulate at the airports procedures and protocols for taxicab staging, movement of taxicabs from the staging areas to the terminals, loading and unloading of passengers at the airports, and any other activity that affects taxicab service at the airports.

9-112-570 Wheelchair-accessible vehicle taxicabs, wheelchair-accessible transportation network vehicles and centralized wheelchair-accessible dispatch.

(Omitted text is unaffected by this ordinance.)

(b) (1) Any single licensee that owns or controls 20 or more licenses must place into service wheelchair-accessible vehicles as taxicabs on five percent of its taxicab vehicle fleet.

(2) In addition to compliance with subparagraph (b)(1) of this section, any licensee that owns or controls 10 or more taxicab licenses shall have at least 10 percent of its taxicab fleet be wheelchair-accessible vehicles ~~by January 1, 2018~~, subject to the Commissioner's determination that the demand for wheelchair-accessible vehicles is

being met. ~~Effective January 1, 2017, i~~If a licensee subject to this subsection (b)(2) replaces any taxicab vehicle, the replacement vehicle, until the licensee complies with the requirement of this subsection (b)(2), shall be a wheelchair-accessible vehicle.

(3) Any licensee that owns or controls 5 or more taxicab licenses shall have a total of at least 25 percent of its taxicab fleet be wheelchair-accessible vehicles by January 1, ~~2027~~ 2033. Effective January 1, ~~2025~~ 2031, if a licensee subject to this subsection (b)(3) replaces any taxicab vehicle, the replacement vehicle, until the licensee complies with the requirement of this subsection (b)(3.), shall be a wheelchair-accessible vehicle.

(4) If accessibility fund monies are available, in addition to other uses provided in this Code, they shall be used to reimburse the additional costs associated with purchasing vehicles to be used as taxicabs that are fully wheelchair-accessible as provided in the definition of the term "accessibility fund".

(Omitted text is unaffected by this ordinance.)

9-112-575 Taxicab driver awards.

(a) In ~~each~~ each odd calendar year, up to ten taxicab medallion licenses may be awarded to those individuals who have demonstrated, through their actions as licensed public chauffeurs, the greatest dedication to providing service to persons needing wheelchair-accessible vehicles. Awardees must place awarded medallion licenses onto wheelchair-accessible vehicles.

(b) The Commissioner is authorized to develop and administer a taxicab driver incentive program to promote outstanding taxicab service. Program awards may include the granting of up to two taxicab medallion licenses per calendar year.

9-112-590 [Reserved] ~~Group riding permitted when.~~

~~Group or multiple riding is permitted in taxicabs only when:~~

~~(a) The passenger first hiring the taxicab has directed or agreed voluntarily that he be carried as part of a group or multiple ride; provided that the total fare charged to all of the passengers shall not in the aggregate exceed the rate of fare permitted for such trip under Section 9-112-600; or~~

~~(b) The commissioner has, by regulation or rule, designated specified places, times or routes where groups of passengers may be carried in a single taxicab at rates of fare which the commissioner may specify for such group trips.~~

9-112-600 Taxicab rates of fare.

(a) The rates of fare for taxicabs shall be as set forth in this section:

For the first 1/9 mile or fraction thereof: $3.25

Forty-five cents of this initial mileage rate for the first ten taxicab fares which a driver transports per day is hereby designated for payment of workers' compensation insurance. In addition, forty cents of this initial mileage rate for the first five taxicab fares per every 12-hour lease period is hereby designated as intended for payment of the City's ground transportation tax by the licensee; and ten cents of this initial mileage rate for the first five taxicab fares per every 12-hour lease period is hereby designated as intended for payment of City's accessibility fund fee by the licensee.

For each additional 1/9 mile or fraction thereof: $0.~~25~~ 31

For each ~~36~~ 45 seconds of time elapsed: $0.~~20~~ 31

For the first additional passenger over the age of 12 years and under the age of 65 years: $1.00

For each additional passenger, after the first additional passenger, over the age of 12 and under the age of 65 years: $0.50

Nocturnal or overnight fee (8:00 pm -- 6:00 am): $1.00

Rush hour fee (3:30 pm -- 7:00 pm): $2.50

Vomit clean-up fee: ~~$50.00~~ 100.00

(b) Except as otherwise provided in this Chapter, it is unlawful for any person to demand or collect any fare for taxicab service which is more than the rates established in this section, or for any passenger to refuse payment of the fare so registered.

(Omitted text is unaffected by this ordinance.)

(j) (1) ~~Licensees may charge compensation for service based on a flat prearranged fare (for purposes of this subsection, "flat rate") for transportation of passengers between two locations.~~

~~(2) Any licensee shall display the licensee's flat rate on such licensee's website and Internet-enabled application or digital platform used by the licensee to connect drivers and passengers.~~

~~(3)~~ Except as otherwise provided in Section 9-114-265, it is unlawful for a licensee to charge passengers a fare greater than the fare rate shown on the taximeter or the licensee's Department-approved Internet-enabled application or digital platform.

(2) Licensees may only charge flat rate fares:

(A) when they are prearranged through a Department-approved Internet-enabled application or digital platform; or

(B) as provided for in Section 9-112-560 regarding airport service.

Licensees shall not otherwise charge, impose, negotiate, or discuss flat rate fares with passengers.

(3) The Department shall keep a list of approved Internet-enabled applications or digital platforms available on its website.

(k) A fuel surcharge may be added by the chauffeur of a taxicab to every taxicab fare, as follows:

(1) ~~Except as otherwise provided in item (4) of this subsection, if~~ If both the current average price of gasoline and the month ago average price of gasoline equals or exceeds $5.00 per gallon and the Commissioner issues a public vehicle industry notice authorizing fuel surcharge on the rates of fare, the chauffeur of a taxicab may add to the total taxicab fare that would otherwise apply a fuel surcharge as provided in Table 9-112-600. The total fare used to calculate the fuel surcharge shall be based upon the rates of fare listed in Section 9-112-600(a), except for any additional passenger or vomit clean-up fees.

(Omitted text is unaffected by this ordinance.)

(2) If the current average price of gasoline falls below $5.00 per gallon ~~at any time~~ for seven consecutive days after such public vehicle industry notice is issued under subsection (k)(1), the Commissioner is authorized to issue a public vehicle industry notice terminating the fuel surcharge. No taxicab chauffeur shall impose a fuel surcharge after the Commissioner has issued a public vehicle industry notice terminating the fuel surcharge.

(Omitted text is unaffected by this ordinance.)

(4) Except as otherwise provided in subsection (k)(1) of this section, it ~~It~~ shall be unlawful for any person to add any fuel surcharge to any rate of fare in violation of this subsection (k). In addition to any other penalty provided by law, any person who violates this subsection (k) shall be fined not less than $100.00 nor more than $500.00 for each offense. Each improperly imposed fuel surcharge shall constitute a separate and distinct offense to which a separate fine shall apply.

(Omitted text is unaffected by this ordinance.)

(6) As used in this subsection ~~(k),~~ (k):

(A) "Current average price of gasoline" means the "the current avg." regular gasoline price for the Chicago Metro Area as published in AAA's Online Gas Prices Report; and

(B) "Month ago average p~~P~~rice of gasoline" means the "month ago avg." regular gasoline price for the ~~City of~~ Chicago ~~Statistical~~ Metro Area as published in AAA's Online Gas Prices Report.

9-112-630 Violation -- Penalty.

(a) Any person ~~found guilty of violating~~ who violates any provision of this chapter for which a penalty is not otherwise provided shall be fined not less than $100.00 nor more than $2,000.00. Guidelines governing this fine range shall be set forth in regulations. Each day that such violation continues shall be considered a separate offense. In addition to fines, penalties for any violations of this chapter may include license suspension, rescission or revocation.

(b) Reserved.

(c) Any person who violates Sections ~~9-112-220~~ 9-112-020, 9-112-230 or 9-112-240 of this Code shall be fined not less than $1,000.00 nor more than $2,000.00 for each offense.

SECTION 3. After passage and approval, amendments made to Sections 9-112-560 and 9-112-600 of the Municipal Code of Chicago by Section 2 of this ordinance shall take effect on July 1, 2026. The remainder of this ordinance shall be in full force and effect 10 days after its passage and publication.

*Re-Referred* -- AMENDMENT OF SECTION 17-3-0301 OF MUNICIPAL CODE REGARDING REGULATIONS ON PUBLIC PLACE OF AMUSEMENT LICENSES.
[SO2025-0017570]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Matthew J. Martin (which was referred on May 21, 2025) to amend Municipal Code Chapter 4-156 by adding new Article VIII establishing regulations for Alcohol Manufacturer Accessory Event Licenses, begs leave to recommend that Your Honorable Body *Re-Refer* the substitute ordinance which is transmitted herewith to the Committee on Zoning, Landmarks and Building Standards.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

On motion of Alderperson Silverstein, the committee's recommendation was *Concurred In* and the said proposed substitute ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Zoning, Landmarks and Building Standards* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

*Action Deferred* -- AMENDMENT OF CHAPTER 4-155 OF MUNICIPAL CODE BY MODIFYING SECTION 4-155-030 AND ADDING NEW SECTION 4-155-035 REGARDING CONDITIONAL APPROVAL OF VIDEO GAMING TERMINAL LICENSES.

[O2026-0024090]

The Committee on License and Consumer Protection submitted the following report which was, at the request of Alderpersons Lee, Waguespack and Lawson, *Deferred* and ordered published:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Scott Waguespack and Alderperson Bennett R. Lawson (which was referred on March 18, 2026) to amend Chapter 4-155 of the Municipal Code of Chicago by modifying Section 4-155-030 and adding new Section 4-155-035 regarding the conditional approval of video gaming terminal licenses, begs leave to recommend that Your Honorable Body pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection, with Alderperson Reilly dissenting, on April 13, 2026.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Section 4-155-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-155-030 License -- Application and issuance.

(Omitted text is unaffected by this ordinance.)

(e) State licenses. ~~The~~ Except as provided in Section 4-155-035, the Commissioner may only issue a license under this chapter after the Illinois Gaming Board background investigation is complete, the Illinois Gaming Board determines the applicant is suitable for licensure, and the applicant has been issued the applicable State license by the Illinois Gaming Board. In addition to any other information required under this chapter, the Commissioner may only renew a terminal license or a location license upon receipt of a copy of the applicable, current license issued by the Illinois Gaming Board.

SECTION 2. Chapter 4-155 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-155-035, as follows:

4-155-035 Conditional approval.

(a) Notwithstanding anything in Section 4-155-030 to the contrary, a person may seek conditional approval for a license under this chapter, on a form prescribed by the Commissioner. The application for conditional approval shall be submitted to the Commissioner, together with the applicable license fee set forth in Section 4-5-010. A conditional approval under this section shall be valid for 12 months from the date of issuance.

(b) Upon receipt of the application for conditional approval and the applicable fee, the Commissioner shall review the application materials and shall approve or deny the application for conditional approval within 60 days after the applicable fee is paid. Any conditional approval approved under this section is conditioned upon the applicant submitting, within 12 months of the date of issuance, evidence of issuance of the applicable State license from the Illinois Gaming Board and any other submissions required under Section 4-155-130 not included in the application for conditional approval.

(c) The Commissioner may issue rules as may be necessary for the implementation and administration of this section.

SECTION 3. This ordinance shall be effective upon passage and approval.

## COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

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ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Disabled)

[SO2026-0024690]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 3 | 5346 South Michigan Avenue -- Disabled Parking Permit Number 138444; [O2026-0023432] |
| 5 | 5109 South Ellis Avenue -- Disabled Parking Permit Number 138442; [O2026-0024483] |
| 5 | 6848 South Merrill Avenue -- Disabled Parking Permit Number 138553; [O2026-0024485] |
| 6 | 7310 South Harvard Avenue -- Disabled Parking Permit Number 137967; [O2026-0023512] |
| 6 | 8339 South Vernon Avenue -- Disabled Parking Permit Number 137672; [O2026-0023630] |
| 6 | 8326 South Vernon Avenue -- Disabled Parking Permit Number 137671; [O2026-0023632] |
| 6 | 7226 South Langley Avenue -- Disabled Parking Permit Number 127474; [O2026-0024486] |
| 6 | 7616 South Prairie Avenue -- Disabled Parking Permit Number 134290; [O2026-0024487] |
| 6 | 7712 South Prairie Avenue -- Disabled Parking Permit Number 137568; [O2026-0024488] |
| 7 | 8437 South Kingston Avenue -- Disabled Parking Permit Number 137878; [O2026-0023434] |
| 7 | 7618 South Kingston Avenue -- Disabled Parking Permit Number 138022; [O2026-0024489] |

| Ward | Location And Permit Number |
|---|---|
| 7 | 9353 South Colfax Avenue -- Disabled Parking Permit Number 138156; [O2026-0024490] |
| 8 | 7644 South Ridgeland Avenue -- Disabled Parking Permit Number 137726; [O2026-0023812] |
| 8 | 9133 South Drexel Avenue -- Disabled Parking Permit Number 137973; [O2026-0023815] |
| 8 | Amend ordinance passed March 18, 2026, which reads: "627 South 89th Place -- Disabled Parking Permit Number 136064" by striking: "South" and inserting: "East" in lieu thereof; [O2026-0024066] |
| 8 | 1523 East 74th Place -- Disabled Parking Permit Number 138130; [O2026-0024491] |
| 8 | 7805 South Euclid Avenue -- Disabled Parking Permit Number 138406; [O2026-0024492] |
| 9 | 9604 South Normal Avenue -- Disabled Parking Permit Number 126588; [O2026-0024484] |
| 10 | 9830 South Commercial Avenue -- Disabled Parking Permit Number 138340; [O2026-0023657] |
| 10 | 10436 South Torrence Avenue -- Disabled Parking Permit Number 137665; [O2026-0023660] |
| 10 | 10631 South Bensley Avenue -- Disabled Parking Permit Number 138470; [O2026-0023949] |
| 10 | 9620 South Exchange Avenue -- Disabled Parking Permit Number 138422; [O2026-0024493] |
| 11 | 3013 South Wells Street -- Disabled Parking Permit Number 137841; [O2026-0024494] |
| 11 | 2917 South Union Avenue -- Disabled Parking Permit Number 138425; [O2026-0024495] |
| 12 | 4544 South Albany Avenue -- Disabled Parking Permit Number 137805; [O2026-0023919] |

| Ward | Location And Permit Number |
|---|---|
| 12 | 1804 West Pershing Road -- Disabled Parking Permit Number 137852; [O2026-0023922] |
| 12 | 4354 South Homan Avenue -- Disabled Parking Permit Number 136736; [O2026-0023924] |
| 12 | 3720 South Hermitage Avenue -- Disabled Parking Permit Number 138962; [O2026-0023925] |
| 12 | 3744 South Hermitage Avenue -- Disabled Parking Permit Number 137252; [O2026-0024497] |
| 12 | 3035 West 45th Street -- Disabled Parking Permit Number 137892; [O2026-0024498] |
| 13 | 5806 South Keeler Avenue -- Disabled Parking Permit Number 137230; [O2026-0023914] |
| 13 | 5527 South Kenneth Avenue -- Disabled Parking Permit Number 138035; [O2026-0023915] |
| 13 | 6112 South Monitor Avenue -- Disabled Parking Permit Number 137952; [O2026-0023916] |
| 13 | 5754 South Normandy Avenue -- Disabled Parking Permit Number 138038; [O2026-0023917] |
| 13 | 6345 South Kilpatrick Avenue -- Disabled Parking Permit Number 138109; [O2026-0023921] |
| 13 | 6455 South Karlov Avenue -- Disabled Parking Permit Number 137547; [O2026-0023923] |
| 14 | 5244 South Spaulding Avenue -- Disabled Parking Permit Number 137990; [O2026-0024077] |
| 14 | 4754 South Keeler Avenue -- Disabled Parking Permit Number 137145; [O2026-0024078] |
| 14 | 5024 South Kenneth Avenue -- Disabled Parking Permit Number 138491; [O2026-0024475] |
| 15 | 4521 South Paulina Street -- Disabled Parking Permit Number 136389; [O2026-0024499] |

| Ward | Location And Permit Number |
|---|---|
| 16 | 5334 South Hoyne Avenue -- Disabled Parking Permit Number 137723; [O2026-0023733] |
| 16 | 6609 South Carpenter Street -- Disabled Parking Permit Number 137675; [O2026-0024500] |
| 16 | 6841 South Carpenter Street -- Disabled Parking Permit Number 137815; [O2026-0024501] |
| 16 | 6744 South Morgan Street -- Disabled Parking Permit Number 137888; [O2026-0024502] |
| 16 | 6621 South Honore Street -- Disabled Parking Permit Number 137994; [O2026-0024503] |
| 16 | 5540 South May Street -- Disabled Parking Permit Number 138260; [O2026-0024518] |
| 16 | 6016 South Talman Avenue -- Disabled Parking Permit Number 138459; [O2026-0024519] |
| 17 | 7930 South Wolcott Avenue -- Disabled Parking Permit Number 137478; [O2026-0024520] |
| 17 | 3512 West 73rd Street -- Disabled Parking Permit Number 137670; [O2026-0024521] |
| 17 | 7338 South Marshfield Avenue -- Disabled Parking Permit Number 137722; [O2026-0024522] |
| 17 | 6921 South Laflin Street -- Disabled Parking Permit Number 137757; [O2026-0024523] |
| 17 | 8042 South Elizabeth Street -- Disabled Parking Permit Number 138137; [O2026-0024524] |
| 17 | 8140 South Wolcott Avenue -- Disabled Parking Permit Number 138163; [O2026-0024525] |
| 17 | 7146 South Marshfield Avenue -- Disabled Parking Permit Number 138215; [O2026-0024526] |
| 17 | 8415 South Ada Street -- Disabled Parking Permit Number 138314; [O2026-0024527] |

| Ward | Location And Permit Number |
|---|---|
| 17 | 8147 South Ada Street -- Disabled Parking Permit Number 138358; [O2026-0024528] |
| 17 | 8409 South Carpenter Street -- Disabled Parking Permit Number 138437; [O2026-0024529] |
| 18 | 8724 South Hermitage Avenue -- Disabled Parking Permit Number 137862; [O2026-0024530] |
| 18 | 8335 South Paulina Street -- Disabled Parking Permit Number 137960; [O2026-0024531] |
| 18 | 3941 West 84th Street -- Disabled Parking Permit Number 138046; [O2026-0024532] |
| 18 | 7310 South Campbell Avenue -- Disabled Parking Permit Number 138047; [O2026-0024533] |
| 18 | 7240 South Bell Avenue -- Disabled Parking Permit Number 138048; [O2026-0024534] |
| 18 | 7924 South Artesian Avenue -- Disabled Parking Permit Number 138266; [O2026-0024535] |
| 18 | 8027 South Francisco Avenue -- Disabled Parking Permit Number 138331; [O2026-0024536] |
| 19 | 9516 South Vanderpoel Avenue -- Disabled Parking Permit Number 137313; [O2026-0024537] |
| 19 | 10238 South Fairfield Avenue -- Disabled Parking Permit Number 137874; [O2026-0024539] |
| 19 | 10921 South Artesian Avenue -- Disabled Parking Permit Number 137966; [O2026-0024541] |
| 19 | 9731 South Claremont Avenue -- Disabled Parking Permit Number 138080; [O2026-0024542] |
| 20 | 1152 East 67th Street -- Disabled Parking Permit Number 135619; [O2026-0024476] |
| 20 | 6626 South Evans Avenue -- Disabled Parking Permit Number 134517; [O2026-0024482] |

| Ward | Location And Permit Number |
|---|---|
| 21 | 9423 South Laflin Street -- Disabled Parking Permit Number 137949; [O2026-0024067] |
| 21 | 8918 South Carpenter Street -- Disabled Parking Permit Number 137160; [O2026-0024068] |
| 21 | 1136 West 88th Street -- Disabled Parking Permit Number 135559; [O2026-0024070] |
| 21 | 11265 South Racine Avenue -- Disabled Parking Permit Number 137618; [O2026-0024543] |
| 21 | 1246 West 111th Place -- Disabled Parking Permit Number 138054; [O2026-0024544] |
| 21 | 9954 South Peoria Street -- Disabled Parking Permit Number 138217; [O2026-0024545] |
| 22 | 4609 South Lawler Avenue -- Disabled Parking Permit Number 128357; [O2026-0024071] |
| 23 | 5153 South Parkside Avenue -- Disabled Parking Permit Number 138069; [O2026-0023741] |
| 24 | 1813 South Millard Avenue -- Disabled Parking Permit Number 137158; [O2026-0023647] |
| 24 | 1651 South St. Louis Avenue (signs to be posted at 1653 South St. Louis Avenue) -- Disabled Parking Permit Number 137531; [O2026-0023765] |
| 24 | 804 South Kedvale Avenue -- Disabled Parking Permit Number 137623; [O2026-0024546] |
| 24 | 1321 South Avers Avenue -- Disabled Parking Permit Number 137838; [O2026-0024547] |
| 26 | 1631 North Kildare Avenue -- Disabled Parking Permit Number 135822; [O2026-0023992] |
| 26 | 1853 North Pulaski Road (signs to be posted at 3949 West Cortland Street) -- Disabled Parking Permit Number 138154; [O2026-0023993] |

| Ward | Location And Permit Number |
|---|---|
| 26 | 1919 North Lawndale Avenue -- Disabled Parking Permit Number 137206; [O2026-0023994] |
| 26 | 3235 West Division Street -- Disabled Parking Permit Number 138391; [O2026-0023995] |
| 26 | 3417 West Evergreen Avenue -- Disabled Parking Permit Number 138059; [O2026-0023996] |
| 26 | 4210 West Crystal Street -- Disabled Parking Permit Number 136077; [O2026-0023998] |
| 26 | 1930 North Kostner Avenue -- Disabled Parking Permit Number 137421; [O2026-0024549] |
| 26 | 1456 North Talman Avenue -- Disabled Parking Permit Number 138039; [O2026-0024551] |
| 27 | 938 North Drake Avenue -- Disabled Parking Permit Number 136899; [O2026-0024055] |
| 28 | 4644 West Gladys Avenue -- Disabled Parking Permit Number 135717; [O2026-0024000] |
| 28 | 4206 West Jackson Boulevard -- Disabled Parking Permit Number 137584; [O2026-0024553] |
| 29 | 1739 North Natchez Avenue -- Disabled Parking Permit Number 135470; [O2026-0024584] |
| 29 | 737 North Waller Avenue -- Disabled Parking Permit Number 138128; [O2026-0024588] |
| 29 | 5563 West Van Buren Street -- Disabled Parking Permit Number 138132; [O2026-0024591] |
| 29 | 1934 North Neva Avenue -- Disabled Parking Permit Number 138312; [O2026-0024592] |
| 30 | 2916 North Mobile Avenue -- Disabled Parking Permit Number 137596; [O2026-0024594] |
| 30 | 5348 West Eddy Street -- Disabled Parking Permit Number 138093; [O2026-0024598] |

| Ward | Location And Permit Number |
|---|---|
| 30 | 4821 West Warwick Avenue -- Disabled Parking Permit Number 138130; [O2026-0024601] |
| 30 | 2541 North McVicker Avenue -- Disabled Parking Permit Number 138212; [O2026-0024604] |
| 30 | 4736 West Patterson Avenue -- Disabled Parking Permit Number 138287; [O2026-0024606] |
| 31 | 5245 West Nelson Street -- Disabled Parking Permit Number 137322; [O2026-0023743] |
| 31 | 5129 West School Street -- Disabled Parking Permit Number 137332; [O2026-0024018] |
| 31 | 4125 West Wellington Avenue -- Disabled Parking Permit Number 138220; [O2026-0024614] |
| 33 | 3806 North Albany Avenue -- Disabled Parking Permit Number 138441; [O2026-0024615] |
| 35 | 3639 West Shakespeare Avenue -- Disabled Parking Permit Number 138533; [O2026-0024616] |
| 36 | 2438 West Thomas Street -- Disabled Parking Permit Number 137317; [O2026-0024017] |
| 36 | 2300 North Rutherford Avenue (signs to be posted at 6767 West Belden Avenue) -- Disabled Parking Permit Number 137551; [O2026-0024019] |
| 36 | 2167 North Parkside Avenue -- Disabled Parking Permit Number 137748; [O2026-0024617] |
| 36 | 1506 North Kedvale Avenue -- Disabled Parking Permit Number 138194; [O2026-0024618] |
| 37 | 4844 West Cortez Street -- Disabled Parking Permit Number 137390; [O2026-0024621] |
| 37 | 5171 West Concord Place -- Disabled Parking Permit Number 137581; [O2026-0024622] |
| 37 | 950 North Harding Avenue -- Disabled Parking Permit Number 137797; [O2026-0024623] |

| Ward | Location And Permit Number |
|---|---|
| 37 | 1753 North Latrobe Avenue -- Disabled Parking Permit Number 137903; [O2026-0024624] |
| 37 | 5342 West Crystal Street -- Disabled Parking Permit Number 138201; [O2026-0024625] |
| 37 | 1444 North Luna Avenue -- Disabled Parking Permit Number 138202; [O2026-0024626] |
| 37 | 5443 West Thomas Street -- Disabled Parking Permit Number 138443; [O2026-0024627] |
| 37 | 5451 West Cortez Street -- Disabled Parking Permit Number 138446; [O2026-0024628] |
| 37 | 1429 North Lockwood Avenue -- Disabled Parking Permit Number 138455; [O2026-0024629] |
| 38 | 3614 North Pacific Avenue -- Disabled Parking Permit Number 138270; [O2026-0024011] |
| 38 | 6155 West Grace Street -- Disabled Parking Permit Number 137594; [O2026-0024013] |
| 38 | 3626 North Ottawa Avenue -- Disabled Parking Permit Number 138486; [O2026-0024014] |
| 39 | 4353 West Leland Avenue -- Disabled Parking Permit Number 138256; [O2026-0024477] |
| 39 | 5829 North Kenton Avenue -- Disabled Parking Permit Number 138730; [O2026-0024481] |
| 39 | 5352 North California Avenue -- Disabled Parking Permit Number 138434; [O2026-0024630] |
| 39 | 3218 West Olive Avenue -- Disabled Parking Permit Number 138601; [O2026-0024631] |
| 39 | 5433 North Bernard Street -- Disabled Parking Permit Number 138650; [O2026-0024632] |
| 39 | 6206 North Harding Avenue -- Disabled Parking Permit Number 138658; [O2026-0024633] |

| Ward | Location And Permit Number |
|---|---|
| 41 | 7419 West Howard Street -- Disabled Parking Permit Number 137986; [O2026-0024096] |
| 41 | Amend ordinance passed December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago,* page 36167, which reads: "1607 West Wilson Avenue (signs to be posted at 1601 -- 1603 West Wilson Avenue) -- Disabled Parking Permit Number 103169" by striking: "103169" and inserting: "134836" in lieu thereof; [O2026-0024015] |
| 43 | 2237 North Cleveland Avenue -- Disabled Parking Permit Number 138302; [O2026-0024634] |
| 45 | 5836 North Mason Avenue -- Disabled Parking Permit Number 135429; [O2026-0024635] |
| 48 | 5312 North Winthrop Avenue -- Disabled Parking Permit Number 138324; [O2026-0024636] |
| 48 | 5423 North Kenmore Avenue -- Disabled Parking Permit Number 138629; [O2026-0024637] |
| 49 | 1415 West Greenleaf Avenue -- Disabled Parking Permit Number 138210; [O2026-0024639] |
| 49 | 1914 West Chase Avenue -- Disabled Parking Permit Number 138469; [O2026-0024640] |
| 49 | 1420 West Farwell Avenue -- Disabled Parking Permit Number 138579; [O2026-0024641] |
| 50 | 6240 North Hoyne Avenue -- Disabled Parking Permit Number 138342; [O2026-0024642] |

*Repeal Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 1 | Repeal Disabled Parking Permit Number 128028 at 1228 West Greenview Avenue; [O2026-0024469] |

| Ward | Location And Permit Number |
|---|---|
| 1 | Repeal Disabled Parking Permit Number 126126 at 1618 West Julian Street; [O2026-0024470] |
| 1 | Repeal Disabled Parking Permit Number 124328 at 2315 West Lemoyne Street (signs posted at 1454 North Oakley Boulevard); [O2026-0024471] |
| 1 | Repeal Disabled Parking Permit Number 119654 at 1455 West Erie Street; [O2026-0024472] |
| 4 | Repeal Disabled Parking Permit Number 128309 at 5108 South Harper Avenue; [O2026-0024466] |
| 4 | Repeal Disabled Parking Permit Number 127915 at 4918 South St. Lawrence Avenue; [O2026-0024467] |
| 4 | Repeal Disabled Parking Permit Number 124765 at 1372 East 52nd Street; [O2026-0024468] |
| 5 | Repeal Disabled Parking Permit Number 125580 at 6758 South Clyde Avenue; [O2026-0024464] |
| 5 | Repeal Disabled Parking Permit Number 125467 at 5330 South Harper Avenue; [O2026-0024465] |
| 6 | Repeal Disabled Parking Permit Number 128637 at 7532 South Vernon Avenue; [O2026-0024458] |
| 6 | Repeal Disabled Parking Permit Number 125540 at 7732 South Champlain Avenue; [O2026-0024459] |
| 6 | Repeal Disabled Parking Permit Number 124332 at 6638 South Wabash Avenue; [O2026-0024460] |
| 6 | Repeal Disabled Parking Permit Number 123140 at 6952 South Vernon Avenue; [O2026-0024461] |

| Ward | Location And Permit Number |
|---|---|
| 6 | Repeal Disabled Parking Permit Number 120649 at 205 East 83rd Street; [O2026-0024462] |
| 7 | Repeal Disabled Parking Permit Number 132033 at 8218 South Kingston Avenue; [O2026-0024453] |
| 7 | Repeal Disabled Parking Permit Number 126653 at 9130 South Phillips Avenue; [O2026-0024455] |
| 7 | Repeal Disabled Parking Permit Number 122655 at 7436 South Paxton Avenue; [O2026-0024456] |
| 7 | Repeal Disabled Parking Permit Number 118986 at 8612 South Burnham Avenue; [O2026-0024457] |
| 8 | Repeal Disabled Parking Permit Number 128716 at 608 East 92nd Street; [O2026-0024452] |
| 9 | Repeal Disabled Parking Permit Number 132229 at 10210 South St. Lawrence Avenue; [O2026-0024449] |
| 9 | Repeal Disabled Parking Permit Number 130073 at 11225 South Dr. Martin Luther King, Jr. Drive; [O2026-0024450] |
| 9 | Repeal Disabled Parking Permit Number 125562 at 9533 South Princeton Avenue; [O2026-0024451] |
| 10 | Repeal Disabled Parking Permit Number 131092 at 13509 South Burley Avenue; [O2026-0024446] |
| 10 | Repeal Disabled Parking Permit Number 128994 at 2852 East 97th Street; [O2026-0024447] |
| 10 | Repeal Disabled Parking Permit Number 126897 at 10740 South Avenue F; [O2026-0024448] |

| Ward | Location And Permit Number |
|---|---|
| 11 | Repeal Disabled Parking Permit Number 130550 at 3606 South Lowe Avenue; [O2026-0024437] |
| 11 | Repeal Disabled Parking Permit Number 127546 at 2626 South Emerald Avenue; [O2026-0024438] |
| 11 | Repeal Disabled Parking Permit Number 126914 at 3010 South Princeton Avenue; [O2026-0024439] |
| 11 | Repeal Disabled Parking Permit Number 125537 at 3516 South Marshfield Avenue; [O2026-0024440] |
| 11 | Repeal Disabled Parking Permit Number 124885 at 1616 West 34th Street; [O2026-0024441] |
| 11 | Repeal Disabled Parking Permit Number 122988 at 3443 South Marshfield Avenue; [O2026-0024442] |
| 11 | Repeal Disabled Parking Permit Number 120617 at 936 West 34th Place; [O2026-0024444] |
| 11 | Repeal Disabled Parking Permit Number 118093 at 3829 South Hermitage Avenue; [O2026-0024445] |
| 11 | Repeal Disabled Parking Permit Number 122936 at 1835 West 34th Street; [O2026-0024454] |
| 12 | Repeal Disabled Parking Permit Number 129880 at 4337 South Mozart Street; [O2026-0024431] |
| 12 | Repeal Disabled Parking Permit Number 129726 at 4447 South Drake Avenue; [O2026-0024432] |
| 12 | Repeal Disabled Parking Permit Number 129006 at 3748 South Paulina Street; [O2026-0024433] |
| 12 | Repeal Disabled Parking Permit Number 128967 at 2627 West Montgomery Avenue; [O2026-0024434] |

| Ward | Location And Permit Number |
|---|---|
| 12 | Repeal Disabled Parking Permit Number 127553 at 2727 West 38th Place; [O2026-0024435] |
| 12 | Repeal Disabled Parking Permit Number 127133 at 2922 West Pershing Road; [O2026-0024436] |
| 13 | Repeal Disabled Parking Permit Number 126023 at 4061 West 58th Street; [O2026-0023909] |
| 13 | Repeal Disabled Parking Permit Number 133158 at 6043 South Kilpatrick Avenue; [O2026-0023910] |
| 13 | Repeal Disabled Parking Permit Number 128214 at 6005 South Mayfield Avenue; [O2026-0023912] |
| 13 | Repeal Disabled Parking Permit Number 133687 at 5515 South Natoma Avenue; [O2026-0023913] |
| 13 | Repeal Disabled Parking Permit Number 94674 at 5833 South Tripp Avenue; [O2026-0023926] |
| 13 | Repeal Disabled Parking Permit Number 116130 at 5820 South Narragansett Avenue; [O2026-0023927] |
| 13 | Repeal Disabled Parking Permit Number 134006 at 5608 South Massasoit Avenue; [O2026-0024427] |
| 13 | Repeal Disabled Parking Permit Number 126135 at 5807 West 64th Place; [O2026-0024428] |
| 13 | Repeal Disabled Parking Permit Number 120686 at 6234 South Melvina Avenue; [O2026-0024429] |
| 13 | Repeal Disabled Parking Permit Number 119978 at 6415 South Kedvale Avenue; [O2026-0024430] |

| Ward | Location And Permit Number |
|---|---|
| 15 | Repeal Disabled Parking Permit Number 125439 at 6101 South Whipple Street; [O2026-0024420] |
| 15 | Repeal Disabled Parking Permit Number 122547 at 2915 West 62nd Street; [O2026-0024421] |
| 15 | Repeal Disabled Parking Permit Number 121794 at 5606 South Fairfield Avenue; [O2026-0024422] |
| 15 | Repeal Disabled Parking Permit Number 121749 at 5653 South Seeley Avenue; [O2026-0024423] |
| 15 | Repeal Disabled Parking Permit Number 120675 at 737 West 48th Place; [O2026-0024424] |
| 15 | Repeal Disabled Parking Permit Number 119719 at 6513 South Mozart Street; [O2026-0024425] |
| 15 | Repeal Disabled Parking Permit Number 119133 at 6000 South Whipple Street; [O2026-0024426] |
| 16 | Repeal Disabled Parking Permit Number 122881 at 5930 South Throop Street; [O2026-0024419] |
| 17 | Repeal Disabled Parking Permit Number 130461 at 8237 South Peoria Street; [O2026-0024410] |
| 17 | Repeal Disabled Parking Permit Number 126572 at 7629 South Marshfield Avenue; [O2026-0024411] |
| 17 | Repeal Disabled Parking Permit Number 126314 at 7748 South Aberdeen Street; [O2026-0024412] |
| 17 | Repeal Disabled Parking Permit Number 125062 at 7753 South Wolcott Avenue; [O2026-0024413] |

| Ward | Location And Permit Number |
|---|---|
| 17 | Repeal Disabled Parking Permit Number 121234 at 2519 West 70th Street; [O2026-0024414] |
| 17 | Repeal Disabled Parking Permit Number 120850 at 7529 South Winchester Avenue; [O2026-0024415] |
| 17 | Repeal Disabled Parking Permit Number 120849 at 7862 South Eggleston Avenue; [O2026-0024416] |
| 17 | Repeal Disabled Parking Permit Number 117372 at 1405 West 72nd Street; [O2026-0024417] |
| 17 | Repeal Disabled Parking Permit Number 117070 at 7936 South Lafayette Avenue; [O2026-0024418] |
| 18 | Repeal Disabled Parking Permit Number 128996 at 2055 West 80th Street; [O2026-0024406] |
| 18 | Repeal Disabled Parking Permit Number 124207 at 8441 South Paulina Street; [O2026-0024407] |
| 18 | Repeal Disabled Parking Permit Number 118463 at 7224 South Sacramento Avenue; [O2026-0024408] |
| 18 | Repeal Disabled Parking Permit Number 117074 at 7215 South Mozart Street; [O2026-0024409] |
| 20 | Repeal Disabled Parking Permit Number 122959 at 5012 South Paulina Street; [O2026-0024404] |
| 20 | Repeal Disabled Parking Permit Number 119844 at 6018 South Michigan Avenue; [O2026-0024405] |
| 20 | Repeal Disabled Parking Permit Number 102571 at 5026 South Racine Avenue; [O2026-0024478] |

| Ward | Location And Permit Number |
|---|---|
| 20 | Repeal Disabled Parking Permit Number 116081 at 5808 South Michigan Avenue; [O2026-0024479] |
| 21 | Repeal Disabled Parking Permit Number 131735 at 719 West 87th Street; [O2026-0024397] |
| 21 | Repeal Disabled Parking Permit Number 129708 at 9019 South Bishop Street; [O2026-0024398] |
| 21 | Repeal Disabled Parking Permit Number 127869 at 11419 South Lowe Avenue; [O2026-0024399] |
| 21 | Repeal Disabled Parking Permit Number 126030 at 11441 South Ada Street; [O2026-0024400] |
| 21 | Repeal Disabled Parking Permit Number 125796 at 10338 South Green Street; [O2026-0024401] |
| 21 | Repeal Disabled Parking Permit Number 124234 at 9220 South Bishop Street; [O2026-0024402] |
| 21 | Repeal Disabled Parking Permit Number 124209 at 8942 South Union Avenue; [O2026-0024403] |
| 22 | Repeal Disabled Parking Permit Number 125426 at 4720 South Lavergne Avenue; [O2026-0024390] |
| 22 | Repeal Disabled Parking Permit Number 124982 at 2718 South Karlov Avenue; [O2026-0024391] |
| 22 | Repeal Disabled Parking Permit Number 122794 at 2517 South Ridgeway Avenue; [O2026-0024393] |
| 22 | Repeal Disabled Parking Permit Number 122778 at 3016 South Millard Avenue; [O2026-0024394] |

| Ward | Location And Permit Number |
|---|---|
| 22 | Repeal Disabled Parking Permit Number 120457 at 4725 South Leclaire Avenue; [O2026-0024395] |
| 22 | Repeal Disabled Parking Permit Number 119513 at 2607 South Tripp Avenue; [O2026-0024396] |
| 23 | Repeal Disabled Parking Permit Number 119378 at 5212 South Leamington Avenue; [O2026-0023738] |
| 23 | Repeal Disabled Parking Permit Number 11651 at 3727 West 60th Street; [O2026-0023740] |
| 23 | Repeal Disabled Parking Permit Number 106510 at 5348 West 54th Street; [O2026-0023744] |
| 23 | Repeal Disabled Parking Permit Number 126634 at 3615 West 58th Place; [O2026-0023745] |
| 23 | Repeal Disabled Parking Permit Number 131109 at 5340 South Merrimac Avenue; [O2026-0024384] |
| 23 | Repeal Disabled Parking Permit Number 124575 at 5216 South Narragansett Avenue; [O2026-0024385] |
| 23 | Repeal Disabled Parking Permit Number 122247 at 5121 South Laramie Avenue; [O2026-0024387] |
| 23 | Repeal Disabled Parking Permit Number 118878 at 5109 South Mobile Avenue; [O2026-0024388] |
| 24 | Repeal Disabled Parking Permit Number 132422 at 2110 South Homan Avenue; [O2026-0024376] |
| 24 | Repeal Disabled Parking Permit Number 128448 at 1239 South Millard Avenue; [O2026-0024377] |

| Ward | Location And Permit Number |
|---|---|
| 24 | Repeal Disabled Parking Permit Number 121603 at 1411 South Kenneth Avenue; [O2026-0024379] |
| 24 | Repeal Disabled Parking Permit Number 121322 at 1438 South St. Louis Avenue; [O2026-0024380] |
| 24 | Repeal Disabled Parking Permit Number 121315 at 1443 South Kostner Avenue; [O2026-0024381] |
| 24 | Repeal Disabled Parking Permit Number 120325 at 1458 South Kenneth Avenue; [O2026-0024382] |
| 24 | Repeal Disabled Parking Permit Number 119346 at 2227 South Sawyer Avenue; [O2026-0024383] |
| 25 | Repeal Disabled Parking Permit Number 128494 at 1740 West 19th Street; [O2026-0024371] |
| 25 | Repeal Disabled Parking Permit Number 128441 at 1819 South Carpenter Street; [O2026-0024372] |
| 25 | Repeal Disabled Parking Permit Number 128124 at 1009 West 19th Street; [O2026-0024373] |
| 25 | Repeal Disabled Parking Permit Number 120424 at 2645 South Homan Avenue; [O2026-0024374] |
| 25 | Repeal Disabled Parking Permit Number 117819 at 1437 West 16th Street; [O2026-0024375] |
| 26 | Repeal Disabled Parking Permit Number 132748 at 1706 North Keeler Avenue; [O2026-0024367] |
| 26 | Repeal Disabled Parking Permit Number 129378 at 3324 West Crystal Street; [O2026-0024368] |

| Ward | Location And Permit Number |
|---|---|
| 26 | Repeal Disabled Parking Permit Number 120989 at 1511 North Avers Avenue; [O2026-0024369] |
| 26 | Repeal Disabled Parking Permit Number 118627 at 1723 North Pulaski Road; [O2026-0024370] |
| 27 | Repeal Disabled Parking Permit Number 130162 at 950 North Ridgeway Avenue; [O2026-0024359] |
| 27 | Repeal Disabled Parking Permit Number 122425 at 941 North Monticello Avenue; [O2026-0024360] |
| 27 | Repeal Disabled Parking Permit Number 122416 at 422 North Ridgeway Avenue; [O2026-0024361] |
| 27 | Repeal Disabled Parking Permit Number 122397 at 311 South Campbell Avenue; [O2026-0024362] |
| 27 | Repeal Disabled Parking Permit Number 121284 at 947 North Lawndale Avenue; [O2026-0024363] |
| 27 | Repeal Disabled Parking Permit Number 120006 at 2946 West Walnut Street; [O2026-0024364] |
| 27 | Repeal Disabled Parking Permit Number 120004 at 3007 West Fulton Street; [O2026-0024365] |
| 27 | Repeal Disabled Parking Permit Number 117371 at 121 South Washtenaw Avenue; [O2026-0024366] |
| 28 | Repeal Disabled Parking Permit Number 130254 at 819 South Bishop Street; [O2026-0024344] |
| 28 | Repeal Disabled Parking Permit Number 127888 at 4530 West Jackson Boulevard; [O2026-0024350] |

| Ward | Location And Permit Number |
|---|---|
| 28 | Repeal Disabled Parking Permit Number 126091 at 3521 West Monroe Street; [O2026-0024354] |
| 28 | Repeal Disabled Parking Permit Number 125931 at 4532 West Jackson Boulevard; [O2026-0024355] |
| 28 | Repeal Disabled Parking Permit Number 121399 at 5122 West Van Buren Street; [O2026-0024356] |
| 28 | Repeal Disabled Parking Permit Number 121388 at 5021 West Adams Street; [O2026-0024358] |
| 29 | Repeal Disabled Parking Permit Number 132416 at 1755 South Sayre Avenue; [O2026-0024329] |
| 29 | Repeal Disabled Parking Permit Number 127412 at 2549 North Mont Clare Avenue; [O2026-0024330] |
| 29 | Repeal Disabled Parking Permit Number 127142 at 741 North Christiana Avenue; [O2026-0024331] |
| 29 | Repeal Disabled Parking Permit Number 126955 at 1049 North Massasoit Avenue; [O2026-0024332] |
| 29 | Repeal Disabled Parking Permit Number 125627 at 5417 West Monroe Street; [O2026-0024333] |
| 29 | Repeal Disabled Parking Permit Number 125451 at 1640 North Mango Avenue; [O2026-0024334] |
| 29 | Repeal Disabled Parking Permit Number 122521 at 1517 North Mayfield Avenue; [O2026-0024335] |
| 29 | Repeal Disabled Parking Permit Number 122512 at 1712 North Natoma Avenue; [O2026-0024337] |

| Ward | Location And Permit Number |
|---|---|
| 29 | Repeal Disabled Parking Permit Number 122104 at 1646 North Sayre Avenue; [O2026-0024338] |
| 29 | Repeal Disabled Parking Permit Number 120919 at 1325 North Waller Avenue; [O2026-0024340] |
| 29 | Repeal Disabled Parking Permit Number 120907 at 5946 West Superior Street; [O2026-0024341] |
| 29 | Repeal Disabled Parking Permit Number 119256 at 37 North Waller Avenue; [O2026-0024342] |
| 30 | Repeal Disabled Parking Permit Number 132088 at 3240 North Keating Avenue; [O2026-0024322] |
| 30 | Repeal Disabled Parking Permit Number 129585 at 6136 West Melrose Street; [O2026-0024323] |
| 30 | Repeal Disabled Parking Permit Number 126785 at 5450 West Eddy Street; [O2026-0024324] |
| 30 | Repeal Disabled Parking Permit Number 122740 at 3926 North Kostner Avenue; [O2026-0024325] |
| 30 | Repeal Disabled Parking Permit Number 122725 at 5145 West Grace Street; [O2026-0024326] |
| 30 | Repeal Disabled Parking Permit Number 122028 at 5716 West Cornelia Avenue; [O2026-0024328] |
| 31 | Repeal Disabled Parking Permit Number 133070 at 5445 West Barry Avenue; [O2026-0023827] |
| 31 | Repeal Disabled Parking Permit Number 131969 at 5244 West Deming Place; [O2026-0023833] |
| 31 | Repeal Disabled Parking Permit Number 94492 at 5100 West School Street; [O2026-0023982] |

| Ward | Location And Permit Number |
|---|---|
| 31 | Repeal Disabled Parking Permit Number 128439 at 4638 West Barry Avenue; [O2026-0024308] |
| 31 | Repeal Disabled Parking Permit Number 126505 at 3135 North Tripp Avenue (signs posted at 4178 West Fletcher Street); [O2026-0024309] |
| 31 | Repeal Disabled Parking Permit Number 125440 at 2832 North Lowell Avenue; [O2026-0024310] |
| 31 | Repeal Disabled Parking Permit Number 122608 at 2539 North Lowell Avenue; [O2026-0024312] |
| 31 | Repeal Disabled Parking Permit Number 122571 at 2520 North Kildare Avenue; [O2026-0024313] |
| 31 | Repeal Disabled Parking Permit Number 121005 at 4955 West Altgeld Street; [O2026-0024315] |
| 31 | Repeal Disabled Parking Permit Number 118259 at 5537 West Schubert Avenue; [O2026-0024316] |
| 31 | Repeal Disabled Parking Permit Number 117778 at 4937 West Schubert Avenue; [O2026-0024317] |
| 31 | Repeal Disabled Parking Permit Number 117739 at 3053 North Leclaire Avenue; [O2026-0024320] |
| 31 | Repeal Disabled Parking Permit Number 117653 at 2309 North Lavergne Avenue; [O2026-0024321] |
| 32 | Repeal Disabled Parking Permit Number 120877 at 1940 North Hermitage Avenue; [O2026-0024306] |
| 32 | Repeal Disabled Parking Permit Number 120875 at 1947 West Dickens Avenue; [O2026-0024307] |

| Ward | Location And Permit Number |
|---|---|
| 33 | Repeal Disabled Parking Permit Number 129069 at 3310 West Eastwood Avenue; [O2026-0024294] |
| 33 | Repeal Disabled Parking Permit Number 128007 at 4818 North Monticello Avenue; [O2026-0024295] |
| 33 | Repeal Disabled Parking Permit Number 126006 at 4833 North Kimball Avenue; [O2026-0024296] |
| 33 | Repeal Disabled Parking Permit Number 125429 at 4310 North Monticello Avenue; [O2026-0024297] |
| 33 | Repeal Disabled Parking Permit Number 124589 at 4651 North Harding Avenue; [O2026-0024298] |
| 33 | Repeal Disabled Parking Permit Number 122868 at 4449 North Sawyer Avenue; [O2026-0024299] |
| 33 | Repeal Disabled Parking Permit Number 122856 at 4724 North Bernard Street; [O2026-0024300] |
| 33 | Repeal Disabled Parking Permit Number 122840 at 3615 North Troy Street; [O2026-0024301] |
| 33 | Repeal Disabled Parking Permit Number 122823 at 3730 North Troy Street; [O2026-0024302] |
| 33 | Repeal Disabled Parking Permit Number 118905 at 4319 North St. Louis Avenue; [O2026-0024303] |
| 33 | Repeal Disabled Parking Permit Number 118600 at 3903 West Lawrence Avenue (signs posted at 4750 North Springfield Avenue); [O2026-0024304] |
| 33 | Repeal Disabled Parking Permit Number 118564 at 4451 North Drake Avenue; [O2026-0024305] |

| Ward | Location And Permit Number |
|---|---|
| 34 | Repeal Disabled Parking Permit Number 119817 at 712 South Ada Street; [O2026-0024293] |
| 35 | Repeal Disabled Parking Permit Number 128145 at 2643 North Emmett Street; [O2026-0024281] |
| 35 | Repeal Disabled Parking Permit Number 127556 at 2433 North Spaulding Avenue; [O2026-0024282] |
| 35 | Repeal Disabled Parking Permit Number 124784 at 3640 North Kimball Avenue; [O2026-0024284] |
| 35 | Repeal Disabled Parking Permit Number 123124 at 2142 North Kedzie Avenue; [O2026-0024285] |
| 35 | Repeal Disabled Parking Permit Number 122999 at 3604 West Dickens Avenue; [O2026-0024286] |
| 35 | Repeal Disabled Parking Permit Number 120874 at 2744 North Albany Avenue; [O2026-0024287] |
| 35 | Repeal Disabled Parking Permit Number 120328 at 2316 North Springfield Avenue; [O2026-0024288] |
| 35 | Repeal Disabled Parking Permit Number 119534 at 2704 North Albany Avenue; [O2026-0024289] |
| 35 | Repeal Disabled Parking Permit Number 118541 at 2729 North Central Park Avenue; [O2026-0024290] |
| 35 | Repeal Disabled Parking Permit Number 118361 at 2444 North Springfield Avenue; [O2026-0024291] |
| 35 | Repeal Disabled Parking Permit Number 117741 at 2532 North Hamlin Avenue; [O2026-0024292] |

| Ward | Location And Permit Number |
|---|---|
| 36 | Repeal Disabled Parking Permit Number 129336 at 3141 North Rutherford Avenue; [O2026-0024244] |
| 36 | Repeal Disabled Parking Permit Number 127982 at 2112 North Monitor Avenue; [O2026-0024247] |
| 36 | Repeal Disabled Parking Permit Number 127896 at 2331 North Lorel Avenue; [O2026-0024249] |
| 36 | Repeal Disabled Parking Permit Number 127895 at 2322 North Marmora Avenue; [O2026-0024251] |
| 36 | Repeal Disabled Parking Permit Number 127582 at 3022 North Nagle Avenue; [O2026-0024253] |
| 36 | Repeal Disabled Parking Permit Number 124713 at 2506 West Augusta Boulevard; [O2026-0024254] |
| 36 | Repeal Disabled Parking Permit Number 124706 at 4218 West Kamerling Avenue; [O2026-0024255] |
| 36 | Repeal Disabled Parking Permit Number 122244 at 1421 North Kostner Avenue; [O2026-0024256] |
| 36 | Repeal Disabled Parking Permit Number 122038 at 2859 North Natchez Avenue (signs posted at 6458 West George Street); [O2026-0024257] |
| 36 | Repeal Disabled Parking Permit Number 122024 at 2176 North McVicker Avenue; [O2026-0024259] |
| 36 | Repeal Disabled Parking Permit Number 122016 at 2162 North Mason Avenue; [O2026-0024274] |
| 36 | Repeal Disabled Parking Permit Number 118614 at 2528 West Iowa Street; [O2026-0024275] |

| Ward | Location And Permit Number |
|---|---|
| 36 | Repeal Disabled Parking Permit Number 118607 at 1322 North Hamlin Avenue; [O2026-0024276] |
| 36 | Repeal Disabled Parking Permit Number 117650 at 3017 North Nashville Avenue; [O2026-0024279] |
| 36 | Repeal Disabled Parking Permit Number 117640 at 2150 North McVicker Avenue; [O2026-0024280] |
| 37 | Repeal Disabled Parking Permit Number 129598 at 1822 North Luna Avenue; [O2026-0024231] |
| 37 | Repeal Disabled Parking Permit Number 129459 at 4331 West Thomas Street; [O2026-0024232] |
| 37 | Repeal Disabled Parking Permit Number 128014 at 918 North Keystone Avenue; [O2026-0024233] |
| 37 | Repeal Disabled Parking Permit Number 125549 at 506 North Leamington Avenue; [O2026-0024234] |
| 37 | Repeal Disabled Parking Permit Number 125547 at 4828 West Concord Place; [O2026-0024236] |
| 37 | Repeal Disabled Parking Permit Number 124685 at 1430 North Lawler Avenue; [O2026-0024237] |
| 37 | Repeal Disabled Parking Permit Number 122357 at 1746 North Luna Avenue; [O2026-0024238] |
| 37 | Repeal Disabled Parking Permit Number 121387 at 5416 West Washington Boulevard; [O2026-0024240] |
| 37 | Repeal Disabled Parking Permit Number 119173 at 4823 West Race Avenue; [O2026-0024241] |

| Ward | Location And Permit Number |
|---|---|
| 37 | Repeal Disabled Parking Permit Number 119055 at 1054 North Leclaire Avenue; [O2026-0024243] |
| 38 | Repeal Disabled Parking Permit Number 100736 at 3654 North Page Avenue; [O2026-0023999] |
| 38 | Repeal Disabled Parking Permit Number 32219 at 3725 North Nordica Avenue; [O2026-0024010] |
| 38 | Repeal Disabled Parking Permit Number 118337 at 8140 West Addison Street; [O2026-0024230] |
| 39 | Repeal Disabled Parking Permit Number 129386 at 4737 North Karlov Avenue; [O2026-0024216] |
| 39 | Repeal Disabled Parking Permit Number 128418 at 4734 North Kedvale Avenue; [O2026-0024220] |
| 39 | Repeal Disabled Parking Permit Number 126488 at 5645 North Spaulding Avenue; [O2026-0024221] |
| 39 | Repeal Disabled Parking Permit Number 124619 at 5722 North Leonard Avenue; [O2026-0024223] |
| 39 | Repeal Disabled Parking Permit Number 124606 at 4644 North Kostner Avenue; [O2026-0024224] |
| 39 | Repeal Disabled Parking Permit Number 124599 at 4737 North Keystone Avenue; [O2026-0024225] |
| 39 | Repeal Disabled Parking Permit Number 124590 at 5107 North Drake Avenue; [O2026-0024226] |
| 39 | Repeal Disabled Parking Permit Number 120306 at 5723 North Spaulding Avenue; [O2026-0024227] |

| Ward | Location And Permit Number |
|---|---|
| 39 | Repeal Disabled Parking Permit Number 119882 at 5128 North St. Louis Avenue; [O2026-0024229] |
| 40 | Repeal Disabled Parking Permit Number 127938 at 5928 North Maplewood Avenue; [O2026-0024207] |
| 40 | Repeal Disabled Parking Permit Number 126415 at 5710 North Artesian Avenue; [O2026-0024208] |
| 40 | Repeal Disabled Parking Permit Number 125710 at 5521 North Paulina Street; [O2026-0024209] |
| 40 | Repeal Disabled Parking Permit Number 125614 at 2441 West Farragut Avenue; [O2026-0024211] |
| 40 | Repeal Disabled Parking Permit Number 125544 at 6170 North Wolcott Avenue; [O2026-0024212] |
| 40 | Repeal Disabled Parking Permit Number 120280 at 6160 North Damen Avenue; [O2026-0024213] |
| 40 | Repeal Disabled Parking Permit Number 119275 at 6719 North Seeley Avenue; [O2026-0024214] |
| 40 | Repeal Disabled Parking Permit Number 118911 at 6159 North Wolcott Avenue; [O2026-0024215] |
| 41 | Repeal Disabled Parking Permit Number 126203 at 6239 North Nordica Avenue; [O2026-0024206] |
| 43 | Repeal Disabled Parking Permit Number 127974 at 1902 North Bissell Street; [O2026-0024205] |
| 45 | Repeal Disabled Parking Permit Number 113498 at 5312 North Laramie Avenue; [O2026-0023895] |

| Ward | Location And Permit Number |
|---|---|
| 45 | Repeal Disabled Parking Permit Number 128941 at 4943 North Moody Avenue; [O2026-0024202] |
| 45 | Repeal Disabled Parking Permit Number 122744 at 5241 North Meade Avenue; [O2026-0024203] |
| 45 | Repeal Disabled Parking Permit Number 122667 at 4106 North Kolmar Avenue; [O2026-0024204] |
| 46 | Repeal Disabled Parking Permit Number 129833 at 3925 North Pine Grove Avenue; [O2026-0024198] |
| 46 | Repeal Disabled Parking Permit Number 126118 at 4615 North Malden Avenue; [O2026-0024199] |
| 46 | Repeal Disabled Parking Permit Number 117430 at 4422 North Magnolia Avenue; [O2026-0024200] |
| 46 | Repeal Disabled Parking Permit Number 117429 at 4656 North Beacon Street; [O2026-0024201] |
| 47 | Repeal Disabled Parking Permit Number 131958 at 1400 West Winnemac Avenue; [O2026-0024194] |
| 47 | Repeal Disabled Parking Permit Number 125814 at 3536 North Marshfield Avenue; [O2026-0024195] |
| 47 | Repeal Disabled Parking Permit Number 125592 at 4537 North Campbell Avenue; [O2026-0024196] |
| 47 | Repeal Disabled Parking Permit Number 125437 at 1900 West Sunnyside Avenue; [O2026-0024197] |

| Ward | Location And Permit Number |
|---|---|
| 48 | Repeal Disabled Parking Permit Number 125409 at 5427 North Kenmore Avenue; [O2026-0024190] |
| 48 | Repeal Disabled Parking Permit Number 125351 at 5220 North Kenmore Avenue; [O2026-0024191] |
| 48 | Repeal Disabled Parking Permit Number 118920 at 5435 North Winthrop Avenue; [O2026-0024192] |
| 48 | Repeal Disabled Parking Permit Number 118724 at 1465 West Summerdale Avenue; [O2026-0024193] |
| 49 | Repeal Disabled Parking Permit Number 129221 at 6812 North Ashland Boulevard; [O2026-0024181] |
| 49 | Repeal Disabled Parking Permit Number 127007 at 6540 North Bosworth Avenue; [O2026-0024182] |
| 49 | Repeal Disabled Parking Permit Number 126975 at 7539 North Bell Avenue; [O2026-0024183] |
| 49 | Repeal Disabled Parking Permit Number 126855 at 1649 West Pratt Boulevard; [O2026-0024184] |
| 49 | Repeal Disabled Parking Permit Number 126773 at 1365 West Estes Avenue; [O2026-0024185] |
| 49 | Repeal Disabled Parking Permit Number 126319 at 1810 West Farwell Avenue; [O2026-0024186] |
| 49 | Repeal Disabled Parking Permit Number 126170 at 6748 North Ashland Avenue (signs posted at 1621 West Pratt Boulevard); [O2026-0024187] |
| 49 | Repeal Disabled Parking Permit Number 126040 at 2002 West Jarvis Avenue; [O2026-0024188] |

| Ward | Location And Permit Number |
|---|---|
| 49 | Repeal Disabled Parking Permit Number 121111 at 7334 North Ridge Boulevard; [O2026-0024189] |
| 50 | Repeal Disabled Parking Permit Number 80209 at 2309 West Lunt Avenue; [O2026-0023436] |
| 50 | Repeal Disabled Parking Permit Number 126900 at 7450 North Maplewood Avenue; [O2026-0024178] |
| 50 | Repeal Disabled Parking Permit Number 126114 at 6442 North Claremont Avenue; [O2026-0024179] |
| 50 | Repeal Disabled Parking Permit Number 121735 at 2722 West Arthur Avenue. [O2026-0024180] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2026-0024693]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submited herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

| Ward | Location |
|---|---|
| 11 | West 38th Street (south side) from South Halsted Street to South Sangamon Street -- no parking of trucks -- tow-away zone -- at all times -- all days; [O2025-0020603] |
| 11 | West 38th Street (north side) from South Halsted Street to South Morgan Street -- no parking of trucks -- tow-away zone -- at all times -- all days. [O2025-0020604] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2026-0024694]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

| Ward | Location And Permit Number |
|---|---|
| 3 | Amend ordinance passed November 3, 2010, *Journal of the Proceedings of the City Council of the City of Chicago,* page 104717, which reads: "Residential Permit Parking Zone 1608 at South Dr. Martin Luther King, Jr. Drive (even side) to include the 4700 block -- 6:00 P.M. to 6:00 A.M. -- all days" by striking: "6:00 P.M. to 6:00 A.M." and inserting: "at all times" in lieu thereof; [O2026-0023700] |
| 8 | Amend ordinance passed on December 13, 2017, *Journal of the Proceedings of the City Council of the City of Chicago*, page 63413, which reads: "Residential Permit Parking Zone 2084 at 7600 -- 7699 South Greenwood Avenue (west side) -- at all times -- all days" by striking the above and inserting: "Residential Permit Parking Zone 2084 at 7640 -- 7658 South Greenwood Avenue (west side) at all times -- all days" in lieu thereof; [O2026-0024474] |
| 9 | Repeal ordinance passed July 21, 1999, *Journal of the Proceedings of the City Council of the City of Chicago*, page 9138, which reads: "Residential Permit Parking Zone 649 at 1900 block of East 93rd Street (both sides) from South Euclid Avenue to South Jeffrey Boulevard (1934 -- 1957) -- 5:00 A.M. to 9:00 A.M. -- Monday through Friday" by striking the above; [O2026-0023953] |
| 18 | Amend ordinance passed July 16, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 36172, which reads: "Residential Permit Parking Zone 2480 at 7700 block of South Kenneth Avenue -- at all times -- all days" by striking: "7700 block of South Kenneth Avenue" and inserting: "4400 -- 4462 West 77th Place (both sides)" in lieu thereof; [O2026-0023734] |
| 27 | Amend ordinance passed February 13, 2013, *Journal of the Proceedings of the City Council of the City of Chicago*, page 46832, which reads: "Residential Permit Parking Zone 1715 at North Carpenter Street, from West Hubbard Street to West Grand Avenue -- 7:00 A.M. to 7:00 P.M. -- all days" by striking: "7:00 A.M. to 7:00 P.M" and inserting: "at all times" in lieu thereof. [O2026-0024059] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2026-0024697]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

| Ward | Location And Type Of Sign |
|---|---|
| 10 | East 130th Street and South Escanaba Avenue -- "All-Way Stop", stopping all approaches; [O2026-0023431] |
| 10 | South Ewing Avenue and East 113th Street -- "All-Way Stop", stopping all approaches; [O2026-0023735] |
| 15 | West 51st Street and South Washtenaw Avenue -- "All-Way Stop", stopping all approaches; [O2026-0023637] |
| 19 | West 104th Street and South Oakley Avenue -- "All-Way Stop", stopping all approaches; [SO2026-0023220] |
| 27 | North Elizabeth Street and West Lake Street -- "All-Way Stop", stopping all approaches. [O2026-0023383] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## COMMITTEE ON PUBLIC SAFETY.

AMENDMENT OF SECTION 8-4-050 OF MUNICIPAL CODE BY EXPANDING DEFINITION OF TRESPASSING AND ESTABLISHING CUMULATIVE FINES OF $250 TO $1,000 DEPENDENT ON SECTION VIOLATION.

[SO2025-0017561]

The Committee on Public Safety submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Public Safety, to which was referred a substitute ordinance amending Section 8-4-050 of the Municipal Code expanding the definition of trespassing and establishing cumulative fines of $250 to $1,000 dependent on section violation (SO2025-0017561), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the committee members present, with no dissenting votes, on April 9, 2026.

Sincerely,

(Signed) BRIAN HOPKINS,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 8-4-050 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

8-4-050 Trespassing.

(a) A person commits trespass when ~~he~~ such person ~~knowingly~~:

(a1) Knowingly ~~Enters~~ enters the property, or any part thereof, of another ~~when, immediately prior to such entry, he~~ after receive~~s~~ing notice, either oral or written, from the owner or occupant that such entry is forbidden; or

(~~b~~2) Knowingly ~~Remains~~ remains upon the property, or any part thereof, of another after receiving notice, either oral or written, from the owner or occupant to depart; or

(~~c~~3) Knowingly ~~Enters~~ enters upon property open to the public, or any part thereof, and remains thereon with a malicious and mischievous intent after receiving notice, either oral or written, from the owner or occupant to depart;

(~~d~~4) ~~Wilfully~~ Willfully defaces, mars, injures or destroys any building or part of any building or any property of another with paint, tar, acid, grease, oil, or other such substance which would detrimentally alter the outer face or substance of such building or any property of another, or any fence, tree, shrub or plant appurtenant thereto.

(b) No person shall violate subsection (a) and present false documents or fraudulently obtained documents or falsely represent their identity to an officer of the peace in order to obtain permission to enter or remain within such property or use such false documents, fraudulently obtained documents, or false representations in an attempt to produce satisfactory evidence of ownership or right to be in and upon such premises.

(c) Except as otherwise provided in this section, ~~Any~~ any person ~~convicted of trespass~~ who violates subsection (a) of this section shall be fined not less than $100.00 nor more than $500.00. Each day that a violation of subsection (a) continues shall constitute a separate and distinct offense. Any person who violates subsection (b) of this section shall be fined not less than $250.00 nor more than $1,000.00 for each offense. Any person who violates subsection (b) of this section may additionally be prosecuted, and shall be subject to the fines, under Section 1-21-010 of this Code, as appropriate. The penalties and remedies provided in this section are cumulative and are not intended to be exclusive of any other available remedy or penalty provided by law. Nothing in this section shall be construed to impair any cause of action or legal remedy to recover damages.

(d) Nothing in this section shall be construed to prohibit a police officer from enforcing any applicable offense under Article 21 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/21-1, et seq.

SECTION 2. This ordinance shall be in full force and effect 10 days following passage and publication.

## COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

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APPOINTMENT OF KENYA MERITT AS COMMISSIONER OF CULTURAL AFFAIRS AND SPECIAL EVENTS.

[A2026-0024049]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred the appointment of Kenya Meritt as Commissioner of Cultural Affairs and Special Events (A2026-0024049), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a majority vote of the members of the committee present and with four (4) dissenting votes on April 9, 2026.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Kenya Meritt as Commissioner of Cultural Affairs and Special Events was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, Lopez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Vasquez, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

*Nays* -- Alderpersons Quinn, O'Shea, Tabares, Waguespack, Nugent, Napolitano -- 6.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR DEVELOPMENT OF CHICAGO TORTURE JUSTICE MEMORIAL AT 5520 S. DR. MARTIN LUTHER KING, JR. DR.

[O2026-0024100]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2026-0024100) for expenditure of Open Space Impact Fee funds for development of Chicago Torture Justice Memorial at 5520 South Dr. Martin Luther King, Jr. Drive, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a majority vote of the members of the committee present and with one (1) dissenting vote on April 9, 2026.

Sincerely,

(Signed) NICHOLAS SPOSATO,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Napolitano -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The City's Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Washington Park Community Area have deepened the already significant deficit of open space in the Washington Park Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council* of the same date; and

WHEREAS, Chicago Torture Justice Memorials Foundation, an Illinois not-for-profit corporation (the "Grantee"), seeks to address the traumas of police violence and develop open space; and

WHEREAS, The City desires to grant to the Grantee certain Open Space Fee proceeds to pay or reimburse the Grantee for the development of the Chicago Torture Justice Memorial, a memorial garden to honor the survivors, their family members and the movement to combat police torture in Chicago to be erected generally at 5520 South Dr. Martin Luther King, Jr. Drive in the Washington Park Community Area (the "Project"); and

WHEREAS, DPD desires to provide to the Grantee Open Space Fee proceeds in the amount of $280,000 from the Washington Park Community Area for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fee proceeds be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the Open Space Fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fee proceeds be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fee proceeds will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has agreed to use Open Space Fee proceeds to pay for site preparation costs relating to the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fee proceeds to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fee proceeds used for the Project will come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fee proceeds as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fee proceeds will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fee proceeds.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with the Grantee in connection herewith, in substantially the form attached hereto as Exhibit A and made a part hereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and to provide Open Space Fee proceeds to the Grantee in an amount not to exceed $280,000, from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fee proceeds in the amount of $280,000 from the Washington Park Community Area are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

*Exhibit "A".*

*Grant Agreement With Chicago Torture Justice Memorials Foundation.*

*Chicago Torture Justice Memorial*

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2026, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development (the "DPD"), and Chicago Torture Justice Memorials Foundation, an Illinois not-for-profit corporation (the "Grantee") The Grantee and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, Grantee is a local community group that seeks to address the traumas of police violence and develop open space; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the Fee-Paying Developments built in the Washington Park Community Area have deepened the already significant deficits of open space in the Austin Community Area, which deficits were documented in the comprehensive plan entitled

"The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant to the Grantee certain Open Space Fee proceeds to pay or reimburse the Grantee for the development of the Chicago Torture Justice Memorial, a community memorial garden to be located generally at 5520 South Dr. Martin Luther King, Jr Drive, in the Washington Park Community Area (the "Project"); and

WHEREAS, DPD desires to provide to the Grantee Open Space Fee proceeds in the amount of $280,000 from the Washington Park Community Area for the Project (the "Grant"); and

WHEREAS, the Open Space Ordinance requires that the Open Space Fee proceeds be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fee proceeds be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fee proceeds will directly and materially benefit the developments from which the Open Space Fees were collected, and

WHEREAS, DPD has determined that the use of the Open Space Fee proceeds to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fee proceeds to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Washington Park Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, on _____, 2026, the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ thereof, among other things, finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to the Grantee; and

WHEREAS, the City and the Grantee have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

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:

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse the Grantee for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, Grantee must repay any such excess Grant funds to the City

B. Grantee hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 1, ("Eligible Costs").

C. Grantee is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source and amount of funds for disbursements under this Agreement are from Fund Number PS40 131 54 5040 2604 in a not to exceed amount of $280,000 from the Washington Park Community Area.

E. Grantee hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify Grantee in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

SECTION 3. COVENANTS AND REPRESENTATIONS

Grantee hereby warrants, represents and/or covenants to the City that:

A. Grantee will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. Grantee will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Grantee, or the Grant. Upon the City's request, Grantee will provide evidence of such compliance satisfactory to the City.

C. Grantee agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. Grantee has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by Grantee of this Agreement does not violate

its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Grantee is party or by which it is bound.

F. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Grantee that would materially impair its ability to perform under this Agreement.

G. Grantee is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. Grantee and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. Grantee shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. Grantee shall at all times perform its work in fulfilling Grantee's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. Grantee shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. Grantee shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

M. It is the duty of Grantee and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Grantee and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee represents that it understands and will abide by all provisions of Chapter 2-56 of the Code and that it will inform subcontractors of this provision and require their compliance.

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to Grantee after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may require.

SECTION 7 INSURANCE

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

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

B. OTHER REQUIREMENTS

Grantee will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantee shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements 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 required under this Agreement shall not be deemed to be a waiver by the City

of any requirements for Grantee to obtain and maintain the specified coverages.

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

The insurance 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Grantee and contractors.

Grantee agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

Grantee expressly understands and agrees that any coverage and limits furnished by Grantee shall in no way limit Grantee's liabilities and responsibilities specified within the Agreement documents or by law.

Grantee expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by Grantee under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

Grantee shall require all subcontractors to provide the insurance required herein or Grantee may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as Grantee is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

Grantee agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If Grantee, without the City's written consent, fails to complete the Project within 365 days after the date hereof or transfers title to the Project property to a third party after the

date hereof, then the City may terminate this Agreement by providing written notice to Grantee. If the City so terminates this Agreement, Grantee shall reimburse the City promptly any amounts received pursuant to this Agreement.

C If Grantee defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and Grantee will repay the City promptly any amounts received pursuant to this Agreement.

D If Grantee's default is not described in paragraphs A or B of this Section 9, the City will give Grantee 30 days advance written notice of the City's intent to terminate stating the nature of the default. If Grantee does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Grantee will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by Grantee or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by Grantee or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship that creates a financial interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **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 financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a **"financial interest"** as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than $1,000.00, provided that such interest shall not include (1) the authorized compensation paid

to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, 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; or (5) any ownership through purchase at fair market value or inheritance of not more than $15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement between the City and Grantee and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

G. Inspection and Records. Grantee shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property

where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

| | |
|---|---|
| To the City: | City of Chicago<br>Department Planning and Development<br>Attention: Commissioner<br>City Hall, Room 1000<br>121 N. LaSalle Street<br>Chicago, Illinois 60602<br>(312) 744-4190<br>(312) 744-2271 (Fax) |
| With copies to: | Department of Law<br>City of Chicago<br>Attention: Finance and Economic Development Division<br>City Hall, Room 600<br>121 N. LaSalle Street<br>Chicago, Illinois 60602<br>(312) 744-0200<br>(312) 744-8538 (Fax) |
| To Grantee: | Chicago Justice Torture Memorials Foundation<br>6337 South Woodlawn Avenue<br>Chicago, Illinois 60637<br>(704) 473-2187<br>Attention: Joey Mogul, President |

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. Any notice, demand or communication given pursuant to clause (c) hereof shall be

deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or Grantee shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Grantee.

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

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. Grantee agrees that Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in Grantee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Grantee's Subcontractors, any

person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Grantee 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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Grantee, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between Grantee and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Grantee 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 Grantee or the date Grantee 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.

Grantee agrees that Grantee shall not: (a) coerce, compel or intimidate Grantee's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse Grantee's 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.

Grantee 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.

Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Grantee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Grantee's bid.

For purposes of this provision:

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

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

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

For purposes of this Section 12(O) only, 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, as marriage is defined under Illinois law; 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: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) 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; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) 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.

P. FOIA and Local Records Act Compliance.

1) FOIA. Grantee acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Grantee receives a request from the City to produce records within the scope of FOIA, then Grantee covenants to comply with such request within 48 hours of the date of such request. Failure by Grantee to timely comply with such request will be a breach of this Agreement.

2) Exempt Information. Documents that Grantee submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Grantee to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Grantee mark any such documents as "proprietary, privileged or confidential." If Grantee marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

3) Local Records Act. Grantee acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Grantee covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

[The remainder of this page is intentionally blank.

Signatures appear on the following page.]

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

**CITY OF CHICAGO**, an Illinois municipal corporation

By: _____
Ciere Boatright
Commissioner of Planning and Development

**CHICAGO TORTURE JUSTICE MEMORIALS FOUNDATION,** an Illinois not-for-profit corporation

By: _____
Joey Mogul
President

(Sub)Exhibit 1 referred to in this Grant Agreement with the Chicago Torture Justice Memorials Foundation reads as follows:

*(Sub)Exhibit 1.*
(To Grant Agreement With Chicago Torture Justice Memorials Foundation)

*Eligible Costs.*

| Item | Cost |
|---|---|
| Construction Hard Costs | $3,056,910.00 |
| Site Remediation | 160,000.00 |
| Hard Costs Contingency | 152,846.00 |
| Soft Costs Incl. Design, Permits | 1,219,336.00 |
| Total: | $4,589,092.00* |

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EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR DEVELOPMENT OF TERRITORY COMMUNITY GARDEN AT 557 N. CENTRAL AVE.

[O2026-0024101]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, April 9, 2026.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2026-0024101) for expenditure of Open Space Impact Fee funds for development of Territory Community Garden at 557 North Central Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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* Notwithstanding this amount, in no event shall the grant of OSIF funds contemplated in this Agreement exceed $280,000.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on April 9, 2026.

Sincerely,

(Signed) NICHOLAS SPOSATO,
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the City's Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The City's Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Austin Community Area have deepened the already significant deficit of open space in the Austin Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council* of the same date; and

WHEREAS, Territory NFP, an Illinois not-for-profit corporation, is a local community group dedicated to preserving and developing open space (the "Grantee"); and

WHEREAS, The City desires to grant to the Grantee certain Open Space Fee proceeds funds to pay or reimburse the Grantee for development of the Territory Community Garden to be generally located at 557 North Central Avenue, Chicago, Illinois in the Austin Community Area (the "Project"); and

WHEREAS, DPD desires to provide to the Grantee Open Space Fee proceeds in the amount of $270,000 from the Austin Community Area for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fee proceeds be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the Open Space Fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fee proceeds be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fee proceeds will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has agreed to use Open Space Fee proceeds to pay for site preparation costs relating to the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fee proceeds to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fee proceeds used for the Project will come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fee proceeds as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fee proceeds will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fee proceeds.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an agreement with the Grantee in connection herewith, in substantially the form attached hereto as Exhibit A and made a part hereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and to provide Open Space Fee proceeds to the Grantee in an amount not to exceed $270,000, from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fee proceeds in the amount of $270,000 from the Austin Community Area are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

*Exhibit "A".*

*Grant Agreement With Territory NFP.*

*Territory Community Garden*

This grant agreement (this "Agreement") is entered into this _____ day of _____, 2026, between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development (the "DPD"), and Territory NFP, an Illinois not-for-profit corporation (the "Grantee"). The Grantee and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, Grantee is a local community group dedicated to preserving and developing open space; and

WHEREAS, the City is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago, as amended (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the DPD has determined that the Fee-Paying Developments built in the Austin Community Area have deepened the already significant deficits of open space in the Austin

Community Area, which deficits were documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City desires to grant to the Grantee certain Open Space Fee proceeds to pay or reimburse the Grantee for the development of the Territory Community Garden, a community garden to be located generally at 557 North Central Avenue, in the Austin Community Area (the "Project"); and

WHEREAS, DPD desires to provide to the Grantee Open Space Fee proceeds in the amount of $270,000 from the Austin Community Area for the Project (the "Grant"); and

WHEREAS, the Open Space Ordinance requires that the Open Space Fee proceeds be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the Open Space Fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fee proceeds be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fee proceeds will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space Fee proceeds to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that Open Space Fee proceeds to be used for the purposes set forth herein have come from the specific funds set up by DOF for the Austin Community Area, in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, on _____, 2026, the City Council of the City adopted an ordinance published in the Journal for said date commencing on page _____ thereof, among other things, finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to the Grantee; and

WHEREAS, the City and the Grantee have among their powers and authority the ability to contract with each other to perform the undertakings described herein;

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:

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement and made a part hereof.

SECTION 2. THE GRANT

A. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse the Grantee for all or part of the cost of completing the Project. The Grant must be used exclusively towards completion of the Project. If the Grant should exceed the cost of completing the Project, Grantee must repay any such excess Grant funds to the City.

B. Grantee hereby acknowledges and agrees that the Grant may be used only to pay capital improvement costs as described in Exhibit 1, ("Eligible Costs").

C. Grantee is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

D. The source and amount of funds for disbursements under this Agreement are from Fund Number PS25 131 54 5025 2604 in a not to exceed amount of $270,000 from the Austin Community Area.

E. Grantee hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of the Open Space Fee proceeds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify Grantee in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

SECTION 3. COVENANTS AND REPRESENTATIONS

Grantee hereby warrants, represents and/or covenants to the City that:

A. Grantee will use the Grant Funds solely for the Project and to pay only for Eligible Costs.

B. Grantee will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Grantee, or the Grant. Upon the City's request, Grantee will provide evidence of such compliance satisfactory to the City.

C. Grantee agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

D. Grantee has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

E. Signing, delivery and performance by Grantee of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Grantee is party or by which it is bound.

F. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Grantee that would materially impair its ability to perform under this Agreement.

G. Grantee is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

H. Grantee and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

I. Grantee shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 7 hereof.

J. Grantee shall at all times perform its work in fulfilling Grantee's corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

K. Grantee shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

L. Grantee shall maintain title to the Property in perpetuity and shall operate it, or cause it to be operated, as an open public space for such term.

M. It is the duty of Grantee and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Grantee and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee represents that it understands and will abide by all provisions of Chapter 2-56 of the Code and that it will inform subcontractors of this provision and require their compliance.

SECTION 4. TERM

The term of this Agreement shall commence on the date hereof and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

SECTION 5. [intentionally omitted]

SECTION 6. DISBURSEMENTS

The City will disburse the Grant funds to Grantee after the City has reviewed and approved a listing of Eligible Costs, in such detail and with such supporting documentation as the City may

require

SECTION 7. INSURANCE

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

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

B. OTHER REQUIREMENTS

Grantee will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantee shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreements 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 required under this Agreement shall not be deemed to be a waiver by the City of any requirements for Grantee to obtain and maintain the specified coverages.

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

The insurance 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.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Grantee and contractors.

Grantee agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

Grantee expressly understands and agrees that any coverage and limits furnished by Grantee shall in no way limit Grantee's liabilities and responsibilities specified within the Agreement documents or by law.

Grantee expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by Grantee under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

Grantee shall require all subcontractors to provide the insurance required herein or Grantee may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as Grantee is subject to under this Agreement, unless otherwise specified herein.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 8. INDEMNIFICATION

Grantee agrees to indemnify and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorney's fees and court costs suffered or incurred by the City arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT, REMEDIES AND TERMINATION

A. [intentionally omitted]

B. If Grantee, without the City's written consent, fails to complete the Project within

365 days after the date hereof or transfers title to the Project property to a third party after the date hereof, then the City may terminate this Agreement by providing written notice to Grantee. If the City so terminates this Agreement, Grantee shall reimburse the City promptly any amounts received pursuant to this Agreement.

C. If Grantee defaults by failing to perform any of its obligations under this Agreement not described in paragraphs A or B of this Section 9, and does not cure its default as provided in paragraph D of this Section 9, the City may terminate this Agreement and Grantee will repay the City promptly any amounts received pursuant to this Agreement.

D. If Grantee's default is not described in paragraphs A or B of this Section 9, the City will give Grantee 30 days advance written notice of the City's intent to terminate stating the nature of the default. If Grantee does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Grantee will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously pursues the cure of the default until cured.

E. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

F. Failure by Grantee or any controlling person (as defined in Section 1-23-010 of the Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

SECTION 10. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City shall be charged personally by Grantee or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 11. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship that creates a financial interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **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 financial interest is defined as set forth in Section 2-156-010 of the Code.

Section 2-156-010 defines a **"financial interest"** as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more

than $1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, 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; or (5) any ownership through purchase at fair market value or inheritance of not more than $15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012.

SECTION 12. GENERAL CONDITIONS

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement between the City and Grantee and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

E. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

F. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

G. Inspection and Records. Grantee shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized

representative of the City shall, at all reasonable times, have access to all portions of the Property where the Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this agreement

H. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

I. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

| | |
|---|---|
| To the City: | City of Chicago<br>Department Planning and Development<br>Attention: Commissioner<br>City Hall, Room 1000<br>121 N. LaSalle Street<br>Chicago, Illinois 60602<br>(312) 744-4190<br>(312) 744-2271 (Fax) |
| With copies to: | Department of Law<br>City of Chicago<br>Attention: Finance and Economic Development Division<br>City Hall, Room 600<br>121 N. LaSalle Street<br>Chicago, Illinois 60602<br>(312) 744-0200<br>(312) 744-8538 (Fax) |
| To Grantee: | Territory NFP<br>4637 North Spaulding Avenue Unit I<br>Chicago, Illinois 60625<br>(773) 217-9175<br>Attention: Helen Slade, Executive Director |

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. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

J. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or Grantee shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Grantee.

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

L. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

M. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

N. Waiver. Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing. Any waiver by the City must be in writing. Failure of the City, for any period of time or on more than one occasion, to exercise any remedy available to the City under this Agreement or otherwise shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent event of default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein.

O. Executive Order 2011-4. Grantee agrees that Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in Grantee of more than 7.5 percent

("Owners"), spouses and domestic partners of such Owners, Grantee's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Grantee 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 (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Grantee, while this Agreement or any Other Contract is executory, (ii) during the term of this Agreement or any Other Contract between Grantee and the City, and/or (iii) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Grantee 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 Grantee or the date Grantee 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.

Grantee agrees that Grantee shall not: (a) coerce, compel or intimidate Grantee's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse Grantee's 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.

Grantee 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.

Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Grantee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Grantee's bid.

For purposes of this provision:

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

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

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

For purposes of this Section 12(O) only, 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, as marriage is defined under Illinois law; 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: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) 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; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) 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.

P FOIA and Local Records Act Compliance.

1) FOIA. Grantee acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Grantee receives a request from the City to produce records within the scope of FOIA, then Grantee covenants to comply with such request within 48 hours of the date of such request. Failure by Grantee to timely comply with such request will be a breach of this Agreement.

2) Exempt Information. Documents that Grantee submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Grantee to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Grantee mark any such documents as "proprietary, privileged or confidential." If Grantee marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

3) Local Records Act. Grantee acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Grantee covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

[The remainder of this page is intentionally blank.

Signatures appear on the following page.]

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

**CITY OF CHICAGO**, an Illinois municipal corporation

By: _____
Ciere Boatright
Commissioner of Planning and Development

**TERRITORY NFP**, an Illinois not-for-profit corporation

By: _____
Helen Slade
Executive Director

(Sub)Exhibit 1 referred to in this Grant Agreement with Territory NFP reads as follows:

*(Sub)Exhibit 1.*
(To Grant Agreement With Territory NFP)

*Eligible Costs.*

| Item | Cost |
|---|---|
| Environmental work and site prep | $ 64,000.00 |
| Site Services -- electrical, water, security | 68,000.00 |
| Landscaping and hardscape | 70,000.00 |
| Storage shed | 32,000.00 |
| Design | 36,000.00 |
| Total: | $270,000.00 |

* Notwithstanding this amount, in no event shall the grant of OSIF funds contemplated in this Agreement exceed $270,000.

Editor's note: Footnote has no corresponding asterisk in original document.

## COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

APPOINTMENT OF LILY DIEGO-JOHNSON AS MEMBER OF CHICAGO TRANSIT BOARD.

[A2026-0024051]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith for the mayoral appointment of Lily Diego-Johnson as a member of the Chicago Transit Board (A2026-0024051) for a term effective immediately and expiring September 1, 2026, to succeed Michele A. Lee, who has resigned. This appointment was referred to the committee on March 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting votes.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed appointment of Lily Diego-Johnson as a member of the Chicago Transit Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF CHRISTIAN DIAZ AS DIRECTOR OF CHICAGO COMMUNITY RAIL BOARD (METRA).

[A2026-0023418]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith for the mayoral appointment of Christian Diaz as the Director of the Community Rail Board (Metra) (A2026-0023418) for a term effective immediately and expiring September 1, 2026, to succeed Ric Estrada, whose term has expired. This appointment was referred to the committee on February 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed appointment of Christian Diaz as Director of the Community Rail Board (Metra) was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- Alderpersons Waguespack, Nugent -- 2.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MARCUS A. JORDAN AS MEMBER OF ILLINOIS INTERNATIONAL PORT DISTRICT BOARD.

[A2026-0024050]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith for the mayoral appointment of Marcus A. Jordan as a member of the Illinois International Port District Board (A2026-0024050) for a term effective immediately and expiring June 1, 2029, to succeed Charles Bowen whose term has expired. This appointment was referred to the committee on March 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting votes.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed appointment of Marcus A. Jordan as a member of the Illinois International Port District Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Director of Finance, the Commissioner of Transportation and/or the Director of the Department of Revenue to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on March 18, 2026 and April 8, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Catapult Real Estate Solutions LLC.*

[O2026-0024620]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Catapult Real Estate Solutions LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 4006 North Sheridan Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Eagle Collision.*

[O2026-0023887]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Eagle Collision, located at 3909 West Grand Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the business address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Gerber Collision & Glass.*

[O2026-0023955]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Gerber Collision & Glass from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 2432 -- 2440 South Kedzie Avenue, Chicago, Illinois 60623.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Michael Sylvester.*

[O2026-0023797]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Michael Sylvester, located at 10430 South Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*OLAM 555 W 14th Pl LLC.*

[O2026-0023945]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt OLAM 555 W 14th Pl LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 555 West 14th Place, Chicago, Illinois 60607.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Outlaw Motor Company.*

[O2026-0024003]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Outlaw Motor Company, located at 2035 North Cicero Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Prestige Hospitality LLC.*

[O2026-0023405]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Prestige Hospitality LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3901 -- 3941 South Michigan Avenue in order to allow access to said parking facilities.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

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*Put'Em On Glass Car Wash LLC.*

[O2026-0023433]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Put'Em on Glass Car Wash LLC, located at 6640 South Ashland Avenue, Chicago, Illinois 60636 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*SMA Security & Tint, Inc.*

[O2026-0024006]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt SMA Security & Tint, Inc., located at 2014 North Cicero Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*2825 S Stewart.*

[O2026-0023658]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2825 S Stewart from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*2829 S Stewart.*

[O2026-0023659]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2829 S Stewart from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*3133 N Halsted LLC.*

[O2026-0023435]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to grant alley access to 3133 N Halsted LLC at 751 West Briar Place.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on March 18, 2026.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Intersection Of 8200 Block Of South Winchester Avenue To Be Known As "Dr. Reverend Robert E. Booker, Sr. Way".*

[O2026-0023789]

WHEREAS, Pastor Robert E. Booker was born on March 31, 1939, in Hickman, Kentucky, to Edward and Eula Booker. He was the sixth of eight children. Married on March 19, 1961 to the love of his life, Maggie Locust "Mag". To this union three sons were born -- Robert, Jr., Curtis, and Michael; and

WHEREAS, Pastor Robert E. Booker graduated from Crane High School in 1957. Robert was a dedicated provider and a man of principle over the years. He worked with several companies including an electric company, a bank, UPS, and the United States Postal Service before beginning his career with the City of Chicago in 1969; and

WHEREAS, Pastor Robert E. Booker started as a cashier in the comptroller's office. Rising through the ranks by sheer dedication, faith, and hard work. Eventually, Robert was promoted to deputy treasurer. A position that traditionally required a college degree. Robert often testified that while he didn't hold that degree "I know God, who gives elevation". His journey was a testament to his belief that faithfulness to God yields divine favor. Pastor Booker retired from the city of Chicago as Deputy Treasurer in 1994, after serving 25 years. Pastor Booker often testified that his decision to retire came early after being unable to take a church member's call during work hours; and

WHEREAS, Pastor Booker was called to the ministry in October of 1977 and was ordained in July 1980. Pastor Booker served in many positions in the church as the Deacon Sunday School Superintendent, choir director, minister of music, president of the board of trustees, and district Y.P.W.W. President. His most humbling moment came in 1982, when he was appointed Pastor of Zion Temple Church of God in Christ; and

WHEREAS, Pastor Booker's leadership extended beyond the local church he served as Budget Director of the Southern Illinois Jurisdiction and later became Chief Financial Officer for the First Jurisdiction of Illinois under the leadership of Bishop Ocie Booker, Prelate of First Jurisdiction of Illinois. In recognition of his faithful service, he was elevated to

Jurisdictional Administrative Assistant and awarded an honorary doctorate in March 2018; and

WHEREAS, Pastor Booker was a man of humility, loyalty, vision, and unwavering faith. He often said, "My prayer is that Zion Temple would be saved". He prayed daily for his church family and was a spiritual father to many. His life was a living sermon, one of love, service, and faith in action; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street name designs, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of intersection of 8200 South Winchester Avenue as "Dr. Reverend Robert E. Booker Sr. Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*6300 To 6500 S. Komensky Ave. To Be Known As "Enrique Martinez Blvd.".*

[O2026-0023928]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Komensky Avenue, from 6300 to 6500, as "Enrique Martinez Boulevard".

SECTION 2. This ordinance shall take effect upon its passage and publication.

## COMMITTEE ON WORKFORCE DEVELOPMENT.

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*Action Deferred* -- AMENDMENT OF CHAPTERS 2-78 AND 2-84 OF MUNICIPAL CODE BY MODIFYING SECTION 2-78-120 AND ADDING NEW SECTION 2-84-530 PROHIBITING ANY CITY OFFICER GRANTED ACCESS TO SENSITIVE LOCATIONS FROM PARTICIPATING IN ANY EXTREMIST ACTIVITY.

[SO2025-0015584]

The Committee on Workforce Development submitted the following report which was, on motion of Alderperson Rodríguez and Alderperson Martin, *Deferred* and ordered published:

CHICAGO, April 15, 2026.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration a substitute ordinance (SO2025-0015584) for amendment of Municipal Code Title 2 by amending Section 2-78-120 and adding new Section 2-84-530 prohibiting any City officer granted access to sensitive locations from participating in any extremist activity, begs leave to recommend that Your Honorable Body pass the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on April 14, 2026.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, Extremism is on the rise across the United States, with the number of anti-government and hate groups almost doubling from 784 in 2014 to 1371 in 2024 according to the Southern Poverty Law Center; and

WHEREAS, Extremist groups -- including those that organized and participated in the January 6th U.S. Capitol riots, and that planned to kidnap Governor Gretchen Whitmer and overthrow the state government of Michigan -- threaten the core American principles of democracy, freedom, and civil liberty; and

WHEREAS, Particularly in the context of City employees who have a monopoly on the legal use of force, the City has a compelling interest in improving and maintaining public confidence in the police and other emergency personnel; promote employee discipline and morale; and strengthen the ability of employees to provide efficient services without disruption; and

WHEREAS, Under the Biden administration, the U.S. Department of Defense reissued a policy prohibiting service members from actively participating in extremist activities; and

WHEREAS, Other states and municipalities across the country, including the State of Minnesota and the City of Springfield, Illinois, have worked to combat extremism in law enforcement by updating policies, social media guidelines, and officer and supervisor trainings; and

WHEREAS, The mission of the Police Department of Chicago (CPD) is to "protect the lives, property, and rights of all people, to maintain order, and to enforce the law impartially"; and

WHEREAS, To carry out these missions, CPD members must build and maintain public trust with the communities they serve, as well as maintain strong CPD member discipline and morale; and

WHEREAS, Prohibiting CPD members' participation in extremist activities enhances the performance of critical law enforcement duties by building public trust and maintaining the integrity of the Department; now, therefore,

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

SECTION 1. Section 2-78-120 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the text struck through, as follows:

2-78-120 Office and Chief Administrator -- Powers and duties.

The Office and Chief Administrator shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(e) To conduct investigations into all incidents of an "officer-involved death," as that term is defined in 50 ILCS 727/1-5;

(e-5) To conduct investigations into complaints against members of the Police Department alleging violations of Section 2-84-530 of this Code;

(Omitted text is unaffected by this ordinance.)

SECTION 2. Chapter 2-84 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-84-530, as follows:

2-84-530 Restrictions on actively participating in extremist activity.

(a) *Definitions.* For the purposes of this section:

(1) "Actively participate" means engaging in any of the following, unless within the scope of a particular member's duties, such as conducting confidential or undercover investigations:

(A) advocating or engaging in the use or threat of unlawful violence in support of extremist activities;

(B) advocating for, or providing material support or resources to, individuals or organizations that promote or threaten the unlawful use of violence in support of extremist activities, with the intent to support such promotion or threats;

(C) knowingly communicating any confidential or non-public information obtained by reason of their position or employment in support of extremist activities;

(D) recruiting or training others to engage in extremist activities;

(E) fundraising for, or making personal contributions through donations of any kind, including the solicitation, collection, or payment of fees or dues, to a group or organization that engages in extremist activities, with the intent to support those activities;

(F) creating, organizing, or taking a leadership role in a group, organization, or organized collective activity that engages in or advocates for extremist activities, with knowledge of those activities;

(G) distributing literature or other promotional materials, the primary purpose and content of which is to advocate for extremist activities with the intent to promote those activities;

(H) knowingly receiving material support or resources from a person or organization that advocates or actively participates in extremist activities with the intent to use the material support or resources in support of extremist activities;

(I) using any City property to support extremist activities, including by knowingly accessing internet web sites or other materials that promote or advocate extremist activities;

(J) knowingly displaying paraphernalia, words, or symbols in support of extremist activities or in support of groups or organizations that support extremist activities, such as flags, clothing, tattoos, and bumper stickers;

(K) engaging in electronic and cyber activities regarding extremist activities, or groups that support extremist activities, including posting, liking, sharing, "re-tweeting", or otherwise distributing or publishing content on any personal or public Internet domains, social media sites, blogs, websites, and internet enabled applications, when such action is taken with the intent to promote or otherwise support extremist activities;

or

(L) knowingly taking any other action in support of, or engaging in, extremist activities, when such conduct would constitute a breach of the public trust or conduct unbecoming of a member of the Police Department.

(2) "Active member" means an individual who knowingly is a member of any organization that supports, engages in, or advocates for extremist activities, with knowledge of those activities and a specific intent of furthering the aims of, adherence to, or overt participation in such activities.

(3) "Advocacy" means knowingly or intentionally furthering through recommendation, indoctrination, teaching, publication, promotion, or other overt act.

(4) "Executive Director" means the Executive Director of Public Safety Administration or the Executive Director's designee.

(5) "Chief Administrator" means the Chief Administrator of the Civilian Office of Police Accountability or the Chief Administrator's designee.

(6) "Covered employee" means any member of the Police Department of Chicago.

(7) "Extremist activities" means advocating, engaging in, or supporting: (i) the overthrow of any federal, state, or local government of the United States by violence, or seeking to alter the form of these governments by violence or unconstitutional means, including, but not limited to, by means of treason, sedition, insurrection, rebellion, or related offenses; or (ii) the planning, execution, or other material support of hate crimes and hate incidents, each as defined in Section 2-120-518.

(b) *Prohibition.* No covered employee shall actively participate in any extremist activity.

(c) *Administration and Enforcement.*

(1) Required rule making. The Chief Administrator, in consultation with the Commissioner of Human Resources, the Superintendent of Police, the President of the Police Board, the Mayor's Office's Chief Equity Officer or their designee, and the Deputy Mayor of Community Safety or their designee, shall issue new or updated rules as may be necessary to implement this section for members of the Police Department consistent with due process of law, equal protection under the law, and all other applicable local, State, and federal laws. The rules the Chief Administrator is authorized to issue under this subsection 2-84-530(c)(1) of the Code shall pertain only to the investigations, procedures, processes, and recommendations regarding covered employees subject to this section. Upon adoption of such rules, the Chief Administrator shall maintain a copy of the rules and procedures on file, which shall be made available for public inspection during regular business hours. The Chief Administrator shall also publicly post such rules and procedures on the Civilian Office of Police Accountability's website, subject to any limitations imposed by applicable law.

(2) Role of the Civilian Office of Police Accountability. Complaints of violation of this section against covered employees shall be referred to the Chief Administrator for investigation and, as appropriate, recommendation for discipline, discharge, or remedial action to the specific extent the Chief Administrator deems warranted. The Chief Administrator and the Civilian Office of Police Accountability shall have no role in the investigation of applicants for employment as covered employees.

(3) Role of the Office of Public Safety Administration. The Executive Director or their designee shall inquire or investigate whether an applicant for employment as a covered employee actively participates in any extremist activity or has actively participated in any extremist activity since the effective date of this section. The Executive Director is authorized to issue any rules they deem necessary for investigatory process used for said applicants. Any rules the Executive Director promulgates under this subsection 2-84-530(c)(3) of this Code shall be issued in consultation with the Commissioner of Human Resources, the Superintendent of Police, the President of the Police Board, the Mayor's Office's Chief Equity Officer or their designee, and the Deputy Mayor of Community Safety or their designee. The Executive Director shall issue their hiring recommendation regarding the applicant to the Superintendent. All decisions on the Executive Director's hiring recommendations under this section shall

be made solely by the Superintendent. The Executive Director and the Office of Public Safety Administration shall have no role in the investigation of current covered employees.

(4) Any decision to discipline, discharge, or recommend remedial action regarding a covered employee, or to reject an applicant for employment with the City as a covered employee, for a violation of this section or any rules promulgated hereunder shall be consistent with such applicant's or covered employee's constitutional rights, as contained in the First, Fifth, and Fourteenth Amendments of the United States Constitution, and Article I of the Illinois Constitution, any applicable rights under federal, state, or local law, or any rights under an applicable collective bargaining agreement as determined by the Superintendent in consultation with the Corporation Counsel. Any recommendation made based on an investigation conducted pursuant to this section shall be based on an assessment of all available information obtained through such investigation and the totality of circumstances, applying a preponderance of evidence standard. In accordance with the foregoing, this section shall not apply to the following conduct, each as interpreted by applicable case law: (A) the mere expression, teaching, publication, or other promotion of abstract doctrines or the moral proprietary or necessity of using violence without the knowledge or intention to bring about, or that is unrelated to, the incitement of imminent lawless action or any action that would constitute a material and substantial disruption to City government; (B) nominal, inactive, purely technical, expression of agreement or sympathy, or other forms of passive membership in or support of any organization, without the knowledge of, or intent to further, any such organization's activities or other conduct that would be subject to this section; (C) any activity or conduct that is protected under federal or State law, including the National Labor Relations Act, State law, or the federal or Illinois Constitutions; (D) any activity or conduct that occurred prior to the effective date of this ordinance; or (E) any activity or conduct ceased more than five years prior to applying for employment with the City as a covered employee.

SECTION 3. Within 120 days of the effective date of this section, the Chief Administrator shall begin the process of issuing new or updated rules, in accordance with the new subsection 2-84-530(c)(1) of the Municipal Code of Chicago as added in Section 2 of this ordinance and as authorized in Section 2-78-170 of the Code, as may be necessary to implement this ordinance consistent with due process of law, equal protection under the law, and all other applicable local, State, and federal laws. Upon completing the issuance of such new or updated rules, including any additional process or timeframe required under any applicable collective bargaining agreement or labor laws, the Chief Administrator shall inform the Corporation Counsel and the Chair of the Committee on Workforce Development.

SECTION 4. Section 3 of this ordinance shall take effect upon passage and publication. After passage and publication, Sections 1 and 2 of this ordinance shall take effect on the effective date of the rules promulgated pursuant to Section 3 of this ordinance.

## *AGREED CALENDAR.*

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

***THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:***

*DECLARATION OF APRIL 30, 2026 AS "WOMEN IN APPRENTICESHIP DAY" IN CHICAGO.*

[R2026-0024812]

WHEREAS, Despite increases over the last several years, nationally women still make up only 5.4% of apprentices in the construction trades as of 2024 despite making up nearly 50% of the workforce nationally; and

WHEREAS, Based on national apprenticeship data from 2023, Hispanic women make up 0.9% of apprentices in the construction industry, Black women make up 0.5%, Asian women make up 0.1%, and American Indian and Alaskan native women make up 0.1%; and

WHEREAS, Rising costs of higher education and the resulting student loan debt, 64% of which is held by women, make apprenticeships a vital career pathway to economic stability as apprentices earn while they learn; and

WHEREAS, Hourly wages for women completing union construction apprenticeship programs in Illinois are $49; and

WHEREAS, The advancement and well-being of Chicago depends upon its ability to expand opportunities in its workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality in their chosen fields; and

WHEREAS, The current federal administration's efforts to dismantle equity, diversity, and inclusion initiatives will intensify occupational segregation and worsen women's economic insecurity; and

WHEREAS, Registered Apprenticeship programs provide women with skills that support long-term careers and economic stability, and workers who complete registered apprenticeships earn approximately 18% more on average than their peers who do not; and

WHEREAS, Registered Apprenticeship programs are uniquely positioned to meet the changing demands of the Chicago's economy and provide pathways for all qualified individuals, including women, gender expansive individuals, youth, people of color, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to Chicago's industries; and

WHEREAS, Chicago recognizes that Registered Apprenticeship, a proven and industry-driven training model and a key strategy to improving job quality, and is committed to increasing access to well-paying, family-sustaining jobs for women through established models like Chicago Women in Trades' pre-apprenticeship training; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 15th day of April 2026, do hereby declare April 30, 2026, as "Women in Apprenticeship Day" in the City of Chicago.

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*Presented By*

***ALDERPERSON LA SPATA (1st Ward):***

*RECOGNITION OF ANGEL REESE FOR CONTRIBUTIONS TO CHICAGO SKY WNBA TEAM AND WOMEN'S BASKETBALL.*

[R2026-0024782]

WHEREAS, Angel Reese was drafted by the Chicago Sky of the Women's National Basketball Association (WNBA) with the seventh overall pick in 2024; and

WHEREAS, In July 2024, she registered her 15th straight double-double, the longest single-season streak in WNBA history; and

WHEREAS, She became just the fifth rookie in WNBA history to average a double-double; and

WHEREAS, She became the first player in WNBA history to record 20 or more rebounds in consecutive games, doing so in three straight games in 2024; and

WHEREAS, She led the WNBA in rebounds per game in 2024 and 2025; and

WHEREAS, She was named a WNBA All-Star in both of her first two seasons; and

WHEREAS, During her time with the Sky she was nicknamed the "Chi-Town Barbie"; and

WHEREAS, With her high profile social media followings and various brand deals she has elevated women's basketball; and

WHEREAS, In 2023, she launched the Angel C. Reese Foundation to empower girls through sports, education, and financial literacy and the foundation has given back to Chicago families through backpack giveaways and other programming; and

WHEREAS, In June 2025, she unveiled "Angel's Court", a brand-new community basketball court in Oakwood Beach in partnership with Cash App and Project Backboard; and

WHEREAS, On April 6, 2026, it was announced that she would be traded to the Atlanta Dream; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 15th day of April 2026, do hereby honor Angel Reese and thank her for her contributions to the City of Chicago and women's basketball as a whole.

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*Presented By*

***ALDERPERSON DOWELL (3rd Ward):***

*TRIBUTE TO LATE ROBERT ANDREW PICKENS.*

[R2026-0024909]

WHEREAS, It is with great sadness that the members of this chamber have been informed of the passing of Robert "Mr. P" Andrew Pickens on March 24, 2026 in Chicago, Illinois at the age of 96; and

WHEREAS, Robert was born on December 14, 1929 in Greensboro, Alabama to Henri Louise Pickens and A.D. Bolden; and

WHEREAS, As a teenager, he left his hometown for Chicago in 1948, from where he proudly enlisted in the United States Army on August 2, 1951, serving his country during the Korean War; and

WHEREAS, In the Army, Robert was part of the esteemed 2nd Division 9th Infantry Company-G, known as the "Indianhead" division, and for his service he received the Korean Service Medal with three Bronze Stars and the United Nations Service Medal -- Korea, Combat Infantryman Badge. He was honorably discharged from military service on May 4, 1953; and

WHEREAS, Returning to civilian life, Robert married the lovely Barbara Jean Price and pursued professional training through a military plumbing certification program. This training laid the foundation for his career as the founder of Pickens Plumbing Company, where he provided essential services to the Chicago community and training for youth to pursue careers in plumbing; and

WHEREAS, He enjoyed cooking for his many loved ones, traveling, and watching vintage westerns -- his favorite being "Gunsmoke". He will be remembered for being private yet social, industrious and quite opinionated, his wisdom and wit, and by the many people he befriended and mentored; and

WHEREAS, Robert lived a devout, full life as a devoted member of St. Thomas the Apostle Church; father to Ronnie Rogers, Joan Archie, Wanda Sykes-Moore, Audrey Wade, Anthony Mitchell, Latasha Kirk, Kimberly Walker, and Demetria Kirk; grandfather to Brian, Warren, Jerome II, Austen, Kevin, Blake, Brandon, Kaylin, Cecil, Madison, Courtney, and Andrew Robert; and great grandfather to a dozen great grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 15th day of April 2026 A.D., do hereby honor the life of Robert Andrew Pickens; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Robert Andrew Pickens.

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*Presented By*

***ALDERPERSON ROBINSON (4th Ward):***

*TRIBUTE TO LATE REVEREND JESSE L. JACKSON, SR.*
[R2026-0024650]

WHEREAS, It has long been the honored tradition and solemn responsibility of the Chicago City Council, this august legislative body, to recognize and memorialize those

extraordinary individuals whose lives, leadership, and moral courage have profoundly shaped the civic, political, and moral fabric of the City of Chicago; and

WHEREAS, The members of this chamber join with the residents of Chicago, the nation, and the global community in honoring the life and legacy of Reverend Jesse Louis Jackson, Sr., one of the most consequential civil rights leaders in modern American history, whose voice, vision, and organizing power helped reshape the democratic and social landscape of the United States; and

WHEREAS, Reverend Jesse Louis Jackson, Sr. was born Jesse Louis Burns on October 8, 1941, in Greenville, South Carolina, later taking the surname of his stepfather, Charles Henry Jackson, and through faith, discipline, and extraordinary resolve rose from humble beginnings to become a defining moral and political force of his generation; and

WHEREAS, Emerging from the tradition of prophetic Black leadership and guided by an unwavering commitment to justice and human dignity, Reverend Jackson translated the ethos of the Civil Rights Movement into an enduring and evolving struggle for economic equity, political representation, educational opportunity, and global human rights; and

WHEREAS, Reverend Jesse Louis Jackson, Sr.'s leadership and moral vision were profoundly shaped by the legacy and teachings of Reverend Dr. Martin Luther King, Jr., under whose guidance he emerged as a national figure, carrying forward the enduring principles of nonviolence, justice, and human dignity that defined the Civil Rights Movement; and

WHEREAS, Reverend Jackson rose to national prominence through his work alongside Reverend Dr. Martin Luther King, Jr., yet it was the City of Chicago, particularly the South Side that became the enduring stage, proving ground, and living canvas for his life's work and leadership; and

WHEREAS, In Chicago, a city long defined by both its challenges and its possibilities, Reverend Jackson built institutions, mobilized communities, and forged a model of leadership rooted in moral conviction, strategic coalition-building, and an unyielding belief in the transformative power of civic engagement; and

WHEREAS, Within the City of Chicago's historic South Side, and notably within the 4th Ward, Reverend Jackson established Operation PUSH (People United to Save Humanity), an institution whose presence would become synonymous with empowerment, opportunity, and advocacy for generations of Chicagoans; and

WHEREAS, Operation PUSH and the Rainbow/PUSH Coalition, founded and led from Chicago, emerged as nationally influential institutions that redefined the scope of civil rights advocacy, expanding its reach into economic justice, voting rights, labor equity, educational access, and corporate accountability; and

WHEREAS, Reverend Jackson's leadership helped reframe Chicago as a vital epicenter of modern civil rights and political mobilization, where communities historically excluded

from power found voice, representation, and renewed belief in the promise of democratic participation; and

WHEREAS, Through his visionary leadership, Reverend Jackson pioneered a politics of inclusion long before such language entered the mainstream, forging coalitions across racial, ethnic, generational, and economic lines, and expanding the boundaries of civic belonging and political possibility; and

WHEREAS, Reverend Jackson's historic presidential campaigns inspired millions, shattered long-standing barriers, and fundamentally altered the imagination of American democracy, demonstrating that leadership, representation, and national aspiration must be accessible to all people; and

WHEREAS, Reverend Jackson's Chicago legacy remains inseparable from his national and global impact, as his influence extended from neighborhoods to corporate boardrooms, from voter registration drives to international diplomacy, reflecting a leadership style that was at once pastoral and political, visionary and pragmatic; and

WHEREAS, Reverend Jackson's enduring presence on Chicago's South Side, particularly within the 4th Ward, strengthened the civic and moral life of the City, leaving a permanent imprint upon its institutions, its communities, and its ongoing pursuit of justice and equity; and

WHEREAS, Reverend Jesse Louis Jackson, Sr.'s life represents not merely a record of historic achievements, but a living architecture of legacy while cultivating leaders, opening doors, challenging systems, and inspiring generations to believe in the transformative power of hope, courage, and collective action; and

WHEREAS, Reverend Jackson's story stands as a Chicago story of transformation of a leader who recognized the city as a microcosm of the nation's contradictions and possibilities, and who dedicated his life to organizing within them with faith, resilience, and moral clarity; and

WHEREAS, The City of Chicago mourns the passing of Reverend Jesse Louis Jackson, Sr. while honoring a legacy that endures wherever voices rise against injustice, wherever communities unite in common purpose, and wherever hope refuses to yield to cynicism; now, therefore,

*Be It Resolved*, That I, together with the residents of the 4th Ward, the Mayor, and the members of the City Council of the City of Chicago, assembled on the 15th day of April 2026, did hereby honor, celebrate, and memorialize the extraordinary life, leadership, and enduring contributions of Reverend Jesse Louis Jackson, Sr.; and

*Be It Further Resolved*, That we extend our deepest condolences to his family, loved ones, colleagues, and all those whose lives were touched by his vision and service; and

*Be It Further Resolved*, That the City of Chicago, and particularly the residents of the South Side and the 4th Ward, recognize Reverend Jackson's legacy as a permanent and inseparable part of the city's civic identity, historical narrative, and continuing pursuit of justice, equity, and human dignity; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented as a lasting testament of the City's respect, gratitude, and remembrance.

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*TRIBUTE TO LATE LORI T. HEALY.*

[R2026-0024689]

WHEREAS, The City of Chicago pauses with deep respect and admiration to honor the life of Lori T. Healey, a distinguished civic leader whose professional vision, integrity, and decades of service helped shape both the skyline and the civic spirit of Chicago; and

WHEREAS, Lori T. Healey was born in 1959 in New Orleans, Louisiana, to Colonel Stephen and Linda (née Sigley) Thomas, spending her youth on military bases across the country as part of a family dedicated to public service; and

WHEREAS, Lori pursued higher education at Kansas State University, earning a Bachelor of Arts in Economics and a Master of Science in Public Administration, later being recognized as a Distinguished Alumna for her professional achievements and contributions to the public good; and

WHEREAS, Lori is lovingly remembered by her family, including her children, Ramsey Al-Abed (Christina Kozaya and daughter Mylo) and Emily Thompson Lewis (Steve Lewis and children Oliver, Zoe, and Nora), as well as her partner, Walt Eckenhoff; and she was preceded in death by her parents and brother, Stephen A. Thomas; and

WHEREAS, Lori began her career in public service in 1983 as a policy aide to former Kansas Governor John Carlin, launching a lifetime commitment to government, community development, and strategic urban planning; and

WHEREAS, Lori served the City of Chicago with exceptional leadership in roles including Chief of Staff and Commissioner of the Department of Planning and Development under former Mayor Richard M. Daley, overseeing more than $1 Billion in economic development investments, strengthening neighborhoods, and advancing Chicago's global competitiveness; and

WHEREAS, Lori demonstrated extraordinary project leadership on internationally significant initiatives, including heading Chicago 2016, the city's bid for the Summer Olympic and Paralympic Games, and coordinating key planning efforts for the 2012 NATO Summit, both of which showcased her ability to unite diverse partners for the public benefit; and

WHEREAS, In 2020, Lori joined the Obama Foundation as senior vice president and executive project officer, where she oversaw the design and construction of the Obama Presidential Center, a 19.3-acre campus in Jackson Park scheduled to open in 2026, an enduring testament to her commitment to creating spaces that inspire, empower, and uplift communities; and

WHEREAS, Lori T. Healey's career embodied the highest ideals of public service, strategic vision, collaboration, determination, and a profound love for the City of Chicago leaving a legacy that will continue to shape the city's future for generations to come; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago honors the life, leadership, and service of Lori T. Healey, and extends its deepest sympathy to her family, friends, and all who had the privilege of working alongside her; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Lori T. Healey as a gesture of the City of Chicago's gratitude and respect.

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*DECLARATION OF APRIL 15 AS "HAROLD WASHINGTON DAY" IN CHICAGO.*
[R2026-0024810]

WHEREAS, The Honorable Harold Washington, a native son of Chicago, was born on April 15, 1922, and raised in the historic Bronzeville community; and

WHEREAS, He was a proud product of Chicago Public Schools, attending Forestville Elementary School and DuSable High School; and

WHEREAS, During World War II, he honorably served his country in the United States Army Air Forces from 1942 to 1946; and

WHEREAS, Upon returning to Chicago, he pursued higher education at Roosevelt University, earning a Bachelor of Arts degree in 1949, where he distinguished himself as president of the Student Council and as a respected student leader; and

WHEREAS, He continued his education at Northwestern University School of Law, earning his Juris Doctor in 1952, and was admitted to the Illinois Bar in 1953; and

WHEREAS, He began a distinguished career in public service as an assistant city prosecutor for the City of Chicago from 1954 to 1958, and later served as an arbitrator for the Illinois Industrial Commission from 1960 to 1964; and

WHEREAS, Following in the footsteps of his father, he became active in civic and political life as secretary of the Third Ward Regular Democratic Organization under Alderman Ralph Metcalfe and helped organize the Third Ward Young Democrats, which became one of the leading young political organizations in Illinois; and

WHEREAS, In 1965, he was elected to the Illinois House of Representatives, where he served with distinction until 1976, and was subsequently elected to the Illinois Senate, serving until 1980; and

WHEREAS, During his tenure in the Illinois General Assembly, he stood at the forefront of legal justice and progress, helping to organize one of the nation's first Black Legislative Caucuses and playing a key role in establishing a state holiday honoring Dr. Martin Luther King, Jr.; and

WHEREAS, In 1980, he was elected to the United States House of Representatives for Illinois' First Congressional District, where he served on three committees, an uncommon distinction for a freshman and was instrumental in advancing a 10-year extension of the Voting Rights Act; and

WHEREAS, In 1983, Harold Washington was elected as the first Black Mayor of the City of Chicago, leading a historic campaign that united a broad and diverse coalition of residents and energized unprecedented civic participation; and

WHEREAS, As Mayor, he transformed Chicago's government by reducing entrenched political patronage, expanding opportunities for minority- and women-owned businesses, increasing transparency and public participation in the budgeting process, and establishing key initiatives including a Women's Affairs Commission, an Ethics Commission, a Department of Environmental Affairs, and a robust Sister Cities program; and

WHEREAS, His leadership earned him the enduring title of "The People's Mayor", reflecting his deep and abiding commitment to justice, dignity and opportunity for all Chicagoans, in every neighborhood, without exception; and

WHEREAS, His legacy continues to live on through the many public institutions and spaces that bear his name, as well as through the ongoing work of organizations dedicated to preserving his contributions, including the Mayor Harold Washington Legacy Committee; and

WHEREAS, His life and service were tragically cut short on November 25, 1987, during his second term as mayor, leaving an indelible mark on the City of Chicago and the nation; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 15th day of April, do hereby honor the life, leadership, and enduring legacy of the Honorable Harold Washington; and

*Be It Further Resolved*, That April 15 of each year be recognized as "Harold Washington Day" in the City of Chicago, in commemoration of his birth and his extraordinary contributions to the city; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Mayor Harold Washington Legacy Committee as a token of our respect and recognition.

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*Presented By*

***ALDERPERSON MITCHELL (7th Ward):***

*CONGRATULATIONS EXTENDED TO GLADYS RAY ON 100TH BIRTHDAY.*
[R2026-0024327]

WHEREAS, Gladys Ray celebrates her 100th birthday on Sunday, April 12, 2026; and

WHEREAS, This esteemed body has been informed of this special occasion by the Honorable Gregory I. Mitchell, Alderman of the 7th Ward; and

WHEREAS, Born on April 12, 1926, in Tampa, Florida, Gladys is a proud longtime resident of Chicago's 7th Ward, where she has lived since the early 1970s. A devoted mother of eight children, she also lovingly raised another child as her own from a young age, showing her deep compassion and nurturing spirit; and

WHEREAS, Gladys Ray is known by all who meet her as a hardworking, kind-hearted, and giving woman. She dedicated many years of service working at Oak Forest Hospital before retiring. Even in retirement, her strength and dedication continue to shine; and

WHEREAS, Gladys is especially known for her cooking, her love for playing bingo, and the warmth she brings to everyone around her. Her home has always been a place of comfort, with her doors open to family, friends, and anyone in need. She has touched countless lives through her generosity, wisdom, and unwavering faith; and

WHEREAS, At 100 years old, Gladys continues to cook, inspire, and bring joy to those around her. She is a true example of resilience, love, and living a life rooted in faith -- always putting God first. Her legacy is one of strength, service, and unconditional love, and she remains a pillar in her family and community; and

WHEREAS, In honor of the rich history to which Gladys Ray has witnessed and contributed, the Chicago City Council believes that Gladys is truly deserving of adulation and good wishes as she celebrates entering her 100th year of life; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered together this 15th day of April, do hereby Gladys Ray on her 100th birthday and extend our very best wishes for many more birthdays to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Gladys Ray as a token of our recognition and respect.

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*Presented By*

***ALDERPERSON HARRIS (8th Ward):***

*CONGRATULATIONS EXTENDED TO MABLE E. ALLEN ON 80TH BIRTHDAY.*
[R2026-0024753]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mable E. Allen in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Mable E. Allen on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mable E. Allen belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Mable E. Allen on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mable E. Allen for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mable E. Allen in honor of her 80th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JOAN D. ANDERSON ON 90TH BIRTHDAY.*

[R2026-0024750]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joan D. Anderson in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Joan D. Anderson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and,

WHEREAS, Joan D. Anderson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Joan D. Anderson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Joan D. Anderson for her continued good health, happiness and success following this, her 90th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joan D. Anderson in honor of her 90th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RONALD F. ANDERSON ON 65TH BIRTHDAY.*

[R2026-0024755]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronald F. Anderson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Ronald F. Anderson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronald F. Anderson belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Ronald F. Anderson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Ronald F. Anderson for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ronald F. Anderson in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CASSANDRA AYERS ON 70TH BIRTHDAY.*
[R2026-0024739]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cassandra Ayers in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Cassandra Ayers on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cassandra Ayers belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Cassandra Ayers on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cassandra Ayers for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cassandra Ayers in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DORIS A. BELL ON 75TH BIRTHDAY.*
[R2026-0024744]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Doris A. Bell in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Doris A. Bell on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Doris A. Bell belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here the 15th of April 2026, do hereby congratulate Doris A. Bell on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Doris A. Bell for her continued good health, happiness and success following, her 75th birthday; and

*Be It Further Resolved*, That a suitable copy of her resolution be presented to Doris A. Bell in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO THOMAS E. BERNARD ON 65TH BIRTHDAY.*
[R2026-0024758]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas E. Bernard in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend his personal tribute to Thomas E. Bernard on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Thomas E. Bernard belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Thomas E. Bernard on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Thomas E. Bernard for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Thomas E. Bernard in honor of his 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO GWENDOLYN BONNER ON 75TH BIRTHDAY.*

[R2026-0024749]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Bonner in in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Gwendolyn Bonner on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwendolyn Bonner belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here the 15th of April 2026, do hereby congratulate Gwendolyn Bonner on the occasion of her birthday; and

*Be It Further Resolved,* That we extend our most heartfelt wishes to Gwendolyn Bonner for her continued good health, happiness and success following, her 75th birthday; and

*Be It Further Resolved*, That a suitable copy of her resolution be presented to Gwendolyn Bonner in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO CATHERINE BURKE ON 85TH BIRTHDAY.*

[R2026-0024740]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Catherine Burke in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Catherine Burke on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Catherine Burke belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Catherine Burke on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Catherine Burke for her continued good health, happiness and success following this, her 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Catherine Burke in honor of her 85th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RONALD K. COLEMAN ON 80TH BIRTHDAY.*
[R2026-0024757]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronald K. Coleman in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Ronald K. Coleman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronald K. Coleman belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Ronald K. Coleman on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Ronald K. Coleman for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ronald K. Coleman in honor of his 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ALICE D. DAVAL ON 75TH BIRTHDAY.*
[R2026-0024738]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alice D. Daval in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Alice D. Daval on the momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alice D. Daval belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here the 15th of April 2026, do hereby congratulate Alice D. Daval on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Alice D. Daval for her continued good health, happiness and success following, her 75th birthday; and

*Be It Further Resolved*, That a suitable copy of her resolution be presented to Alice D. Daval in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CYNTHIA A. DORRIS ON 65TH BIRTHDAY.*
[R2026-0024743]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cynthia A. Dorris in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Cynthia A. Dorris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cynthia A. Dorris belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Cynthia A. Dorris on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cynthia A. Dorris for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cynthia A. Dorris in honor of her 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JOYCE EDWARDS ON 70TH BIRTHDAY.*
[R2026-0024751]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joyce Edwards in honor of her 70th Birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Joyce Edwards on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joyce Edwards belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Joyce Edwards on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Joyce Edwards for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joyce Edwards in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CHARLES A. FAILS ON 70TH BIRTHDAY.*
[R2026-0024741]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles A. Fails in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Charles A. Fails on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles A. Fails belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Charles A. Fails on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Charles A. Fails for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Charles A. Fails in honor of his 70th birthday as a token of our esteem and good wishes.

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## *CONGRATULATIONS EXTENDED TO EVERYL E. FRANCO ON 95TH BIRTHDAY.*

[R2026-0024747]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Everyl E. Franco in honor of her 95th Birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Everyl E. Franco on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Everyl E. Franco belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Everyl E. Franco on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Everyl E. Franco for her continued good health, happiness and success following this, her 95th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Everyl E. Franco in honor of her 95th birthday as a token of our esteem and good wishes.

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## *CONGRATULATIONS EXTENDED TO CHARLES A. GRAHAM ON 65TH BIRTHDAY.*

[R2026-0024742]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles A. Graham in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Charles A. Graham on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles A. Graham belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 do hereby congratulate Charles A. Graham on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Charles A. Graham for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Charles A. Graham in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO WILLIAM M. GRIGGS ON 75TH BIRTHDAY.*
[R2026-0024737]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William M. Griggs in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to William M. Griggs on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William M. Griggs belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate William M. Griggs on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to William M. Griggs for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William M. Griggs in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO PEGGY D. HARRIS ON 85TH BIRTHDAY.*
[R2026-0024754]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Peggy D. Harris in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Peggy D. Harris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Peggy D. Harris belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Peggy D. Harris on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Peggy D. Harris for her continued good health, happiness and success following this, her 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Peggy D. Harris in honor of her 85th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GEORGE HIGGINS ON 85TH BIRTHDAY.*
[R2026-0024748]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to George Higgins in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend his personal tribute to George Higgins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, George Higgins belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate George Higgins on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to George Higgins for his continued good health, happiness and success following this, his 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to George Higgins in honor of his 85th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LOUIS M. HUDSON ON 65TH BIRTHDAY.*
[R2026-0024752]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Louis M. Hudson in honor of his 65Th Birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderman Michelle A. Harris would like to extend his personal tribute to Louis M. Hudson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Louis M. Hudson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate Louis M. Hudson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Louis M. Hudson for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Louis M. Hudson in honor of his 65th birthday as a token of our esteem and good wishes.

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*Presented By*

***ALDERPERSON LEE (11th Ward):***

*DECLARATION OF APRIL AS "SIKH HERITAGE MONTH" IN CHICAGO.*
[R2026-0024756]

WHEREAS, Sikhism is the fifth largest religion in the world, with more than 25 million Sikhs

worldwide, including an estimated 500,000 Sikh Americans and 25,000 Sikhs in the State of Illinois; and

WHEREAS, Sikhs have been living in the United States for over 120 years, and during the early 20th century, Sikh Americans worked on farms, in lumber mills, in mines, and on the Oregon, Pacific, and Eastern Railroad; and

WHEREAS, Chicago's Sikh American community has contributed greatly to the cultural fabric and demographic landscape of this diverse city, fostering respect among all people through faith and service; and

WHEREAS, The City is home to a proud and vibrant Sikh community that has undoubtedly impacted culture and industry by influencing the arts and education, business and government, social service, the hospitality industry, and scientific and technological advancements near and far; and

WHEREAS, April is an important month in the Sikh American community because Guru Nanak Dev Ji, the founder of Sikhism, Guru Angad Dev Ji, the second Sikh Guru, and Guru Teg Bahadur Ji, the ninth Sikh Guru were born in April; Guru Gobind Singh Ji, the 10th Sikh Guru established the Khalsa in April of 1699; and Vaisakhi, a cultural festival that celebrates harvest season in Punjab, India also falls in April; and

WHEREAS, Despite making vital contributions, Sikh Americans continue to face widespread prejudice, resulting in unacceptably high rates of hate violence, employment discrimination, school bullying, and profiling; and

WHEREAS, The City advances the principles of non-violence, tolerance, religious freedom, trust, safety, justice, equality, understanding, and respect for all people of all backgrounds and faiths, and condemns acts of hatred and violence against all people regardless of ethnic, religious, or racial identity, recognizing that an attack on any one of us is an attack on all of us; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize the month of April 2026 as Sikh Heritage Month in Chicago and honor the significant and ongoing contributions of the Sikh American community to the cultural, social, and economic life of our city and the nation; and

*Be It Further Resolved,* That the City Council of the City of Chicago commits to continuing to denounce hate crimes and bigotry in public and political discourse and promote education and dialogue on diverse cultures and religions within communities; and

*Be It Further Resolved,* That suitable copies of this resolution be presented to Sikh Chicago and the Sikh American Legal Defense and Education Fund as a token of the City's appreciation and support.

*Presented By*

***ALDERPERSON QUINN (13th Ward):***

*TRIBUTE TO LATE JAMES R. ILES.*

[R2026-0024772]

WHEREAS, God, in His infinite wisdom, has called James R. Iles to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, James R. Iles, age 81, was the beloved husband of Lois Iles (nee Pepe); loving father of Dawn Iles and Jim (Jenny) Iles; dear grandfather of Makayla and Logan; caring brother of Judi Vento, Michael Iles, Bob (Noreen) Iles, Mark (Heidi) Iles, Jean Marie Iles, the late Fran Prybylo, the late Tom Iles and the late Susie Iles; and fond uncle of many nieces and nephews; and

WHEREAS, James R. Iles leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th day of April 2026, hereby express our sorrow on the death of James R. Iles and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy be presented to the family of James R. Iles.

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*Presented By*

***ALDERPERSON LOPEZ (15th Ward):***

*CONGRATULATIONS EXTENDED TO ODILIA AGUILAR ON 70TH BIRTHDAY.*

[R2026-0024586]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Odilia Aguilar in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Odilia Aguilar on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Odilia Aguilar has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Odilia Aguilar for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Odilia Aguilar in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ESTELA ALMANZA ON 65TH BIRTHDAY.*
[R2026-0024568]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Estela Almanza in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Estela Almanza on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Estela Almanza now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Estela Almanza for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Estela Almanza in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DELOIS BADY ON 75TH BIRTHDAY.*
[R2026-0024593]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Delois Bady in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Delois Bady on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Delois Bady has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Delois Bady for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Delois Bady in honor of her 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO CARYN BLOXTON ON 70TH BIRTHDAY.*
[R2026-0024574]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Caryn Bloxton in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Caryn Bloxton on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Caryn Bloxton has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Caryn Bloxton for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Caryn Bloxton in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO EDWARD CHESTNUT ON 70TH BIRTHDAY.*
[R2026-0024576]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Edward Chestnut in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Edward Chestnut on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Edward Chestnut has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Edward Chestnut for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Edward Chestnut in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO VANESSA CLARETT ON 65TH BIRTHDAY.*
[R2026-0024573]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vanessa Clarett in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Vanessa Clarett on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Vanessa Clarett now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Vanessa Clarett for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Vanessa Clarett in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO HERIBERTO COLON ON 70TH BIRTHDAY.*
[R2026-0024580]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Heriberto Colon in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Heriberto Colon on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Heriberto Colon has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Heriberto Colon for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Heriberto Colon in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DAVID CRUISE ON 65TH BIRTHDAY.*
[R2026-0024564]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David Cruise in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to David Cruise on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, David Cruise now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to David Cruise for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to David Cruise in honor of his 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MARVIN DAVENPORT ON 65TH BIRTHDAY.*

[R2026-0024570]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marvin Davenport in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Marvin Davenport on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Marvin Davenport now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Marvin Davenport for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Marvin Davenport in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RUFINA DELPILAR-PEREZ ON 75TH BIRTHDAY.*

[R2026-0024600]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rufina Delpilar-Perez in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Rufina Delpilar-Perez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Rufina Delpilar-Perez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Rufina Delpilar-Perez for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Rufina Delpilar-Perez in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO FANNIE FELTON ON 80TH BIRTHDAY.*

[R2026-0024607]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fannie Felton in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Fannie Felton on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Fannie Felton has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Fannie Felton for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Fannie Felton in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO EMMA GARCIA ON 70TH BIRTHDAY.*
[R2026-0024577]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Emma Garcia in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Emma Garcia on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Emma Garcia has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Emma Garcia for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Emma Garcia in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CAROL HENDERSON ON 65TH BIRTHDAY.*
[R2026-0024563]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carol Henderson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Carol Henderson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Carol Henderson now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Carol Henderson for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Carol Henderson in honor of her 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO SAMMY HOGAN ON 80TH BIRTHDAY.*
[R2026-0024611]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sammy Hogan in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Sammy Hogan on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Sammy Hogan has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Sammy Hogan for his continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Sammy Hogan in honor of his 80th Birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CARLOS JUAREZ ON 65TH BIRTHDAY.*
[R2026-0024557]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carlos Juarez in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Carlos Juarez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Carlos Juarez now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Carlos Juarez for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Carlos Juarez in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO WANDA LEMOND ON 75TH BIRTHDAY.*
[R2026-0024603]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Wanda Lemond in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Wanda Lemond on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Wanda Lemond has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Wanda Lemond for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Wanda Lemond in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARIO LOPEZ ON 75TH BIRTHDAY.*
[R2026-0024597]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mario Lopez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Mario Lopez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Mario Lopez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Mario Lopez for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Mario Lopez in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JOSE LOZANO ON 70TH BIRTHDAY.*
[R2026-0024582]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Lozano in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Jose Lozano on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Jose Lozano has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Lozano for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Lozano in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JULIA LUNA ON 80TH BIRTHDAY.*
[R2026-0024609]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Julia Luna in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Julia Luna on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Julia Luna has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Julia Luna for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Julia Luna in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO SANDRA MC KINNEY ON 65TH BIRTHDAY.*

[R2026-0024571]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra McKinney in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Sandra McKinney on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Sandra McKinney now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Sandra McKinney for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Sandra McKinney in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LAURA MEDINA ON 75TH BIRTHDAY.*
[R2026-0024596]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laura Medina in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Laura Medina on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Laura Medina has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Laura Medina for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Laura Medina in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JUAN MENDEZ ON 75TH BIRTHDAY.*

[R2026-0024595]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Mendez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Juan Mendez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Juan Mendez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Juan Mendez for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Juan Mendez in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JOEANNIA MOORE ON 80TH BIRTHDAY.*
[R2026-0024608]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joeannia Moore in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Joeannia Moore on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Joeannia Moore has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Joeannia Moore for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Joeannia Moore in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOSE OCHOA ON 70TH BIRTHDAY.*
[R2026-0024583]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Ochoa in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Jose Ochoa on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Jose Ochoa has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Ochoa for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Ochoa in honor of his 70th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO KLARA OPECHOWSKI ON 80TH BIRTHDAY.*
[R2026-0024610]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Klara Opechowski in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Klara Opechowski on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Klara Opechowski has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Klara Opechowski for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Klara Opechowski in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GERARDO PUGA ON 70TH BIRTHDAY.*
[R2026-0024578]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gerardo Puga in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Gerardo Puga on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Gerardo Puga has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Gerardo Puga for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Gerardo Puga in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOSE REYNOSA ON 65TH BIRTHDAY.*
[R2026-0024569]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Reynosa in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Jose Reynosa on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Jose Reynosa now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Reynosa for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Reynosa in honor of his 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO SYLVIA ROBINSON ON 65TH BIRTHDAY.*
[R2026-0024572]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sylvia Robinson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Sylvia Robinson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Sylvia Robinson now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Sylvia Robinson for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Sylvia Robinson in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JAVIER SANCHEZ ON 70TH BIRTHDAY.*
[R2026-0024581]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Javier Sanchez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Javier Sanchez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Javier Sanchez has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Javier Sanchez for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Javier Sanchez in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DEBRA SCOTT ON 65TH BIRTHDAY.*

[R2026-0024566]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Debra Scott in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Debra Scott on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Debra Scott now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Debra Scott for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Debra Scott in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO KELLIS STATON ON 70TH BIRTHDAY.*
[R2026-0024585]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kellis Staton in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Kellis Staton on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Kellis Staton has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Kellis Staton for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Kellis Staton in honor of his 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO ALFREDO VASQUEZ ON 80TH BIRTHDAY.*
[R2026-0024605]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alfredo Vasquez in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Alfredo Vasquez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Alfredo Vasquez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Alfredo Vasquez for his continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Alfredo Vasquez in honor of his 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO PAMELA WALKER ON 70TH BIRTHDAY.*
[R2026-0024587]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pamela Walker in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Pamela Walker on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Pamela Walker has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Pamela Walker for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Pamela Walker in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO THELMA WILLIAMS ON 75TH BIRTHDAY.*
[R2026-0024602]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thelma Williams in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Thelma Williams on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Thelma Williams has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Thelma Williams for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Thelma Williams in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GREGORY WIMPIE ON 70TH BIRTHDAY.*
[R2026-0024579]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gregory Wimpie in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderman Raymond Lopez would like to extend his personal acknowledgment to Gregory Wimpie on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2026; and

WHEREAS, Gregory Wimpie has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026 A.D., do hereby extend our warmest and heartfelt best wishes to Gregory Wimpie for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Gregory Wimpie in honor of his 70th birthday as a token of our esteem and good wishes.

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*Presented By*

***ALDERPERSON COLEMAN (16th Ward):***

*CONGRATULATIONS EXTENDED TO LUIS ALVAREZ ON 85TH BIRTHDAY.*
[R2026-0024353]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Luis Alvarez on his 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Luis Alvarez to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Luis Alvarez has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026, do hereby celebrate Luis Alvarez's 85th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Luis Alvarez as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO RITA CALHOUN ON 65TH BIRTHDAY.*
[R2026-0024339]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rita Calhoun on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Rita Calhoun to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Rita Calhoun has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026, do hereby celebrate Rita Calhoun's 65th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Rita Calhoun as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO LINDA CLOPTON ON 75TH BIRTHDAY.*
[R2026-0024347]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Linda Clopton on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Linda Clopton to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Linda Clopton has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026, do hereby celebrate Linda Clopton's 75th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Linda Clopton as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO ARLETHA GREEN ON 90TH BIRTHDAY.*
[R2026-0024357]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Arletha Green on her 90th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Arletha Green to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Arletha Green has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026, do hereby celebrate Arletha Green's 90th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Arletha Green as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO MARILYN IVY ON 75TH BIRTHDAY.*
[R2026-0024349]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marilyn Ivy on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Marilyn Ivy to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Marilyn Ivy has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026, do hereby celebrate Marilyn Ivy's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Marilyn Ivy as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO CASSANDRA KING ON 70TH BIRTHDAY.*
[R2026-0024345]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Cassandra King on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Cassandra King to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Cassandra King has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026; do hereby celebrate Cassandra King's 70th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Cassandra King as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO ADELAIDE LANE ON 70TH BIRTHDAY.*

[R2026-0024343]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Adelaide Lane on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Adelaide Lane to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Adelaide Lane has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026; do hereby celebrate Adelaide Lane's 70th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Adelaide Lane as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO ALFONZO PARKER ON 65TH BIRTHDAY.*

[R2026-0024336]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alfonzo Parker on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Alfonzo Parker to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Alfonzo Parker has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026; do hereby celebrate Alfonzo Parker's 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alfonzo Parker as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO DORTHIA TULLOCK ON 75TH BIRTHDAY.*

[R2026-0024348]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Dorthia Tullock on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Dorthia Tullock to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Dorthia Tullock has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026; do hereby celebrate Dorthia Tullock's 75th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Dorthia Tullock as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO GERALDINE TYLER-PETE ON 70TH BIRTHDAY.*

[R2026-0024346]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Geraldine Tyler-Pete on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderwoman Stephanie D. Coleman would like to encourage Geraldine Tyler-Pete to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Geraldine Tyler-Pete has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 15th day of April 2026; do hereby celebrate Geraldine Tyler-Pete's 70th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Geraldine Tyler-Pete as a token of appreciation and blessed wishes.

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*Presented By*

***ALDERPERSON O'SHEA (19th Ward):***

*CONGRATULATIONS EXTENDED TO AMERICAN AIRLINES ON 100TH ANNIVERSARY.*

[R2026-0024664]

WHEREAS, The city is pleased to recognize the 100th anniversary of American Airlines, marking a century of connecting Chicago to people, cultures, and economies through air travel and becoming one of the world's leading global airlines; and

WHEREAS, The City of Chicago has been notified of this milestone by the Honorable Alderman Matthew J. O'Shea of the 19th Ward; and

WHEREAS, American Airlines was founded on April 15, 1926, with a flight piloted by Charles Lindbergh carrying U.S. Mail from Chicago to St. Louis, and has since grown into one of the world's leading global airlines, establishing its Chicago hub more than four decades ago and making O'Hare International Airport the largest dual-hub airport in the nation; and

WHEREAS, This centennial is a reminder that Chicago's economy has been bolstered by American Airlines, which generated more than $16 Billion in total economic output for the state in FY2024, employs nearly 10,000 team members in the Chicago area, and contributes to local organizations that help the city thrive; and

WHEREAS, American Airlines introduced the AAdvantage program, the first-of-its-kind airline loyalty program that Chicagoans use to fly their families on vacations and visits to distant family events; and

WHEREAS, American Airlines provides Chicago with increased connectivity and a broad global network, operating more than 525 peak daily departures from five airports in Illinois and offering flights to more than 160 destinations and 17 countries; and

WHEREAS, American Airlines has operated commercial service at O'Hare International Airport since 1955 and today serves as its third-largest global hub and primary Midwest connection point, annually carrying more than 25 million passengers through O'Hare; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our gratitude and congratulations to American Airlines on its 100th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to American Airlines in recognition of this historic milestone and as a token of our appreciation for a century of service to the people of Chicago.

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*RECOGNITION OF RIDGE HISTORIC DISTRICT ON 50TH ANNIVERSARY.*
[R2026-0024463]

WHEREAS, The city honors the Ridge Historic Districts on the occasion of its 50th anniversary, a milestone marking architectural heritage, history, and culture of the district; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderman of the 19th Ward; and

WHEREAS, The Ridge Historic District, designated on May 28, 1976, and listed on the National Register of Historic Places, runs through the heart of the Beverly and Morgan Park communities and is recognized as one of the largest urban historic districts on the National Register; and

WHEREAS, Composed of more than 3,000 buildings, the Ridge Historic District features an extraordinary collection of architectural styles principally built between 1870 and 1930; and

WHEREAS, Inextricably linked to the rise of Chicago as a global metropolis, the communities of Beverly and Morgan Park, which contain the Ridge Historic District, developed as a suburban retreat for the leaders and professionals who were instrumental in the city's growth, serving as home to railroad executives, industrialists, and influential figures in manufacturing, the stockyards, finance, retail, and publishing, alongside cultural leaders and artists; and

WHEREAS, The district's architectural significance is defined by a remarkable concentration of work from world-renowned masters Frank Lloyd Wright, Walter Burley Griffin, and George W. Maher, and features several of the individually designated Chicago Landmark properties, including the Jessie and William Adams House, Frank Lloyd Wright's American System-Built Homes, and Palliser's Cottage Home Number 35; and

WHEREAS, The Ridge Historic District proudly features at least five homes designed by Maud M. Kirk, a pioneering female architect who defied the conventions of the early twentieth century to design residences in the community between 1909 and 1912; and

WHEREAS, The district's distinct visual fabric was further shaped by exceptional architects who chose to make their own homes within the community they designed, including Harry Hale Waterman, John Todd and Murray Hetherington, Ralph H. Oliver, Rudolph Boehm, and Oscar L. McMurry; and

WHEREAS, The district is home to the George C. Walker Branch Library, a local landmark built in 1890 that stands as the oldest structure still in use as a library in the Chicago Public Library system; and

WHEREAS, The Ridge Historic District encompasses three Chicago Landmark Districts: the Longwood Drive Historic District, including the historic Givins Beverly Castle; the Beverly/Morgan Park Railroad Station Historic District; and the Walter Burley Griffin Place Historic District; and

WHEREAS, In 2026, the Beverly Area Planning Association and the Ridge Historical Society will celebrate the 50th anniversary of the Ridge Historic District through a series of community events and initiatives highlighting the neighborhood's rich architectural heritage including the annual BAPA Home Tour, scheduled for May 17, 2026, which will commemorate the anniversary by featuring homes located within the Ridge Historic District and providing visitors with a unique opportunity to experience the district's architectural diversity and historic charm; and

WHEREAS, For decades, the Beverly Area Planning Association and the Ridge Historical Society have worked to promote historic preservation, strengthen community pride, and ensure that the Ridge Historic District remains a vibrant and inspiring part of Chicago's cultural and architectural landscape; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and celebrate the 50th anniversary of the Ridge Historic District, and commend the Beverly Area Planning Association, the Ridge Historical Society, and the residents of the Beverly and Morgan Park communities for their enduring commitment to preserving Chicago's architectural heritage; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Beverly Area Planning Association and the Ridge Historical Society in recognition of this historic milestone and with appreciation for their continued dedication to preserving and celebrating the district.

*Presented By*

***ALDERPERSON MOSLEY (21st Ward):***

*CONGRATULATIONS EXTENDED TO REVEREND DR. DERRICK B. WELLS ON 15TH PASTORAL ANNIVERSARY.*

[R2026-0024889]

WHEREAS, Reverend Dr. Derrick B. Wells has served with conviction, clarity, and purpose as senior minister of Christ Universal Temple, guiding people to live with faith, discipline, and direction; and

WHEREAS, For 15 years, his leadership has helped individuals grow stronger in spirit, sharper in mind, and more grounded in purpose -- building not only a congregation, but a community rooted in wisdom and accountability; and

WHEREAS, A son of Chicago, Reverend Dr. Wells brings a life story shaped by service, perseverance, and faith -- from his time in the United States Navy to his academic achievements and pastoral calling -- each chapter strengthening his ability to lead others forward; and

WHEREAS, His ministry calls people to take ownership of their lives, to think higher, to move with intention, and to walk in the authority that comes from spiritual understanding; and

WHEREAS, Through his leadership, Christ Universal Temple continues to stand as a place where people are equipped -- not just inspired -- to live better, lead better, and serve better; and

WHEREAS, This year's theme, "The Inner Authority of Wisdom", reflects a message he has carried consistently: that wisdom is not distant -- it lives within, and when activated, it shapes how we lead, how we decide, and how we show up for others; and

WHEREAS, On Sunday, April 19, 2026, family, friends, and community will gather to recognize 15 years of steady leadership, meaningful impact, and a ministry that continues to move people forward; now, therefore,

*Be It Resolved*, We honor Reverend Dr. Derrick B. Wells for 15 years of pastoral leadership that has strengthened individuals, uplifted communities, and expanded what is possible through faith and discipline; and

*Be It Further Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, on Wednesday, April 15, 2026, A.D., do hereby extend our respect, appreciation, and congratulations, with confidence that his work will continue to produce strong outcomes in the lives of those he serves; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Dr. Derrick B. Wells as a symbol of honor and appreciation for his continued service.

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*Presented By*

***ALDERPERSON RODRÍGUEZ (22nd Ward):***

*TRIBUTE TO LATE LULA SIMMONS.*

[R2026-0024801]

WHEREAS, Mother Lula Simmons was a devoted resident and pioneering entrepreneur in Chicago's LeClaire/Hearst community, where she founded and operated Simmons One Stop, the first Black-owned business in the neighborhood, providing essential goods, employment opportunities, and economic stability to local residents; and

WHEREAS, After moving from Chicago's West Side to the LeClaire/Hearst community in the late 1960s, she demonstrated remarkable determination and resilience by leasing and later acquiring the service station at 45th Street and Cicero Avenue, transforming it into a neighborhood grocery and gathering place that served generations of families; and

WHEREAS, Through her extraordinary generosity, she often provided food and basic necessities free of charge to families in need and extended store credit to residents during difficult times, a compassionate practice that helped many households survive hardship and offered a vital service not otherwise available in the community; and

WHEREAS, Following the tragic loss of her husband, Caleb Simmons, she persevered in operating the store and continued to serve the community with strength, faith, and an unwavering commitment to the well-being of her neighbors; and

WHEREAS, For more than 20 years she faithfully ministered as a chaplain in the Cook County Jail, bringing compassion, conviction, and spiritual guidance to incarcerated individuals, and extending hope and encouragement to those seeking redemption and a new path in life; and

WHEREAS, Affectionately known as "Mother" Simmons, she was a fearless and trusted community leader who intervened during times of neighborhood violence, advocating for peace, reconciliation, and the safety of all residents, and using her moral authority to calm tensions and uplift her community; and

WHEREAS, Guided by her deep faith and vision for community empowerment, she reinvested her time, resources, and leadership to support youth, sponsor local activities, assist families in crisis, and promote opportunities for neighborhood-based businesses and job training; and

WHEREAS, Mother Lula Simmons passed away on February 21, 2006, leaving an enduring legacy of faith, entrepreneurship, courage, and selfless service that continues to inspire the residents of the LeClaire/Hearst community and the City of Chicago; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby honor the life, service, and enduring legacy of Lula Simmons, and recognize her story as a call to action to strengthen community investment expand compassionate services for residents in need; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Lulu Simmons as a token of the City of Chicago's respect and remembrance.

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*CONGRATULATIONS EXTENDED TO CARL ROSEN ON RETIREMENT FROM UNITED ELECTRICAL, RADIO, AND MACHINE WORKERS OF AMERICA.*

[R2026-0024799]

WHEREAS, Carl Rosen is an architect of working-class power in Chicago and beyond, having devoted more than four decades to advancing workers' rights through his work with the United Electrical, Radio and Machine Workers of America (UE); and

WHEREAS, Since the early 1980s, as a union electrician at Kerr Glass on Chicago's Near West Side, Carl proved to be a champion of workers' rights when he successfully secured a hard-won severance agreement that provided lasting protections for workers, when the company announced plans to close its Chicago plant; and

WHEREAS, In the late 1990s, Carl Rosen helped pioneer worker protections for graduate student employees, applying UE's rank-and-file democratic principles to a new and emerging sector of the labor movement; and

WHEREAS, In 2008, during one of the worst financial crises in modern history, Carl Rosen served as lead negotiator in the historic Republic Windows and Doors struggle, when members of UE Local 1110 occupied their plant, helping to secure over $2 Million in severance from major U.S. banks for the affected workers; and

WHEREAS, After more than 30 years in union leadership roles, Carl was elected general president of UE in 2019, and helped lead the union through the unprecedented challenges of the COVID-19 pandemic; and

WHEREAS, Carl is also a founding leader of U.S. Labor Against the War and played a key role in forming the National Labor Network for Ceasefire; and

WHEREAS, Carl and his wife Josie Yanguas are residents of the Little Village community, and, along with their daughter Diana Rosen, have demonstrated long-standing engagement in civic and political life; and

WHEREAS, Carl Rosen and Josie Yanguas are leaders within the 22nd Ward Independent Political Organization (IPO) and have been instrumental in shaping the IPO's political positions, always ensuring that the organization advanced strategies aligned with the interests of working families and the broader community; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago hereby congratulates Carl Rosen on his retirement from the United Electrical, Radio and Machine Workers of America and extends its deepest gratitude for his extraordinary service to working people; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Carl Rosen as a token of our esteem and best wishes for continued success in the years to come.

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*DECLARATION OF APRIL 2026 AS "FRAUD PREVENTION MONTH" IN CHICAGO.*
[R2026-0024800]

WHEREAS, Americans lose billions of dollars each year to fraud, with older adults disproportionately affected, making prevention, education, and strong consumer protections more important than ever; and

WHEREAS, The Federal Trade Commission (FTC) estimates fraud losses in 2024 were as high as $196 Billion nationwide, with up to $81.5 Billion stolen from older adults; and

WHEREAS, Older adults who experience fraud have a life-changing amount of money stolen from them -- $83,000 -- four times that of the average across all ages; and

WHEREAS, Older adults are often affected by fraud when they are no longer working or already financially strained and unable to recover the money that was stolen; and

WHEREAS, Public awareness and education are critical in helping consumers recognize the common red flags of scams and keeping them informed about emerging fraud trends; and

WHEREAS, Our communities -- which include non-profit organizations, law enforcement, and public officials -- are working to strengthen consumer protections, provide victim support, and advocate for stronger measures to prevent and prosecute fraud at the local, state, and federal levels; and

WHEREAS, Preventing fraud is a shared responsibility, and increasing awareness during Fraud Prevention Month empowers all Chicagoans -- especially older adults -- to protect themselves, their families, and their financial security; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby proclaim April 2026 as "Fraud Prevention Month" in Chicago, and encourage all Chicagoans to learn the red flags of scams and to support community and advocacy efforts that help prevent scams, protect consumers, and assist fraud victims.

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*Presented By*

***ALDERPERSON TABARES (23rd Ward):***

*CONGRATULATIONS EXTENDED TO SERGEANT FERNANDO BANDA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2026-0024804]

WHEREAS, After 31 years of admirable public service, Sergeant Fernando Banda retires from the Chicago Police Department on May 16, 2026; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Silvana Tabares, Alderman of the 23rd Ward; and

WHEREAS, Sergeant Fernando Banda passionately served the Police Department and the citizens of Chicago. His professionalism, commitment to public service, integrity, and dedication were a credit to the Chicago Police Department; and

WHEREAS, Sergeant Fernando Banda upheld the finest traditions of the law enforcement community. His hard work, commitment, and dedication to duty earned the respect and admiration of his colleagues in the 8th District Chicago Police Department and the communities he protected and served; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby extend our deepest gratitude

and thanks to Sergeant Fernando Banda (Star Number 2479) for his many years of exceptional service and retirement. We wish him best wishes in all his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sergeant Fernando Banda.

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*CONGRATULATIONS EXTENDED TO IRENE BANKS ON 75TH BIRTHDAY.*

[R2026-0024109]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to Irene Banks on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 23rd Ward, Alderman Silvana Tabares would like to extend a personal tribute to Irene Banks on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, Irene Banks has been a valued member of the 23rd Ward seniors community, and we cherish all that she has given and taught us in her lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gather here this 15th day of April 2026, do hereby congratulate Irene Banks on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Irene Banks for her continued health, happiness and success following her 75th birthday; and

*Be It Further Resolved*, that a suitable copy of this resolution be presented to Irene Banks as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO MARGARITA CANTORAN ON 75TH BIRTHDAY.*

[R2026-0024709]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to Margarita Cantoran on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 23rd Ward, Alderman Silvana Tabares would like to extend a personal tribute to Margarita Cantoran on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, Margarita Cantoran has been a valued member of the 23rd Ward seniors community, and we cherish all that she has given and taught us in her lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gather here this 15th day of April 2026, do hereby congratulate Margarita Cantoran on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Margarita Cantoran for her continued health, happiness and success following her 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Margarita Cantoran as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO THOMAS CAUFIELD ON 75TH BIRTHDAY.*
[R2026-0024110]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to Thomas Caufield on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 23rd Ward, Alderman Silvana Tabares would like to extend a personal tribute to Thomas Caufield on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, Thomas Caufield has been a valued member of the 23rd Ward seniors community, and we cherish all that he has given and taught us in his lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gather here this 15th of April 2026, do hereby congratulate Thomas Caufield on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Thomas Caufield for his continued health, happiness and success following his 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Thomas Caufield as a token of appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO HUBBARD HIGH SCHOOL'S JROTC CADETS AND INSTRUCTORS ON QUALIFYING FOR FLORIDA U.S. ARMY JROTC NATIONAL DRILL CHAMPIONSHIP.*

[R2026-0024803]

WHEREAS, Gurdon S. Hubbard High School's JROTC team is the only Chicago Public School to qualify for the Florida U.S. Army JROTC National Drill Championship taking place in May of 2026; and

WHEREAS, The Chicago City Council has been informed of this prestigious achievement by the Honorable Silvana Tabares, Alderman of the 23rd Ward; and

WHEREAS, Hubbard's JROTC inaugural year was the 1979 -- 1980 Academic year and qualified for the National High School Drill Team Championship in Daytona Beach Florida last in 1997. The cadets practice five days a week, beginning their journey to a disciplined lifestyle, preparing them, if they choose, to become part of the Reserve Officer's Training, on their path to joining the U.S. Military Corps; and

WHEREAS, The U.S. JROTC National Championship is an event bringing together teams from all over the United States to showcase the dedication, discipline, precision, and hard work of JROTC cadets; and

WHEREAS, Hubbard High School's JROTC cadets have displayed dedication to their training whilst being diligent students, demonstrating the necessary skills to move forward to the national level. We wish graduating seniors of 2026 well as they move forward into the next chapter of their lives and careers. We also wish well of the current students as they continue to grow as JROTC cadets; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Hubbard High School's JORTC cadets and instructors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Hubbard's JROTC cadets and instructors as a sign of our esteem, honor, and congratulations.

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*CONGRATULATIONS EXTENDED TO MARIANO AZUELA ELEMENTARY SCHOOL 8TH GRADE GRADUATING CLASS.*

[R2026-0024106]

WHEREAS, We would like to congratulate the 2026 eighth-grade graduating class of Mariano Azuela Elementary School; and

WHEREAS, The Chicago City Council has been informed of this prestigious achievement by the Honorable Silvana Tabares, Alderman of the 23rd Ward; and

WHEREAS, This graduating class has demonstrated great academic vigor, ambition and proficiency in their eight years as students. They have worked hard to navigate new academic lessons, classes, and topics, overcoming any hardship as they grew as both students and people in their school community; and

WHEREAS, These students now who have gained skills across disciplines and are stepping into a new chapter in their educational lives, encouraged and prepared by their teachers, mentors, and parents; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Azuela's eighth-grade graduates and wish them continued success as they grow as both people and students; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the eighth-grade graduates as a sign of our esteem, honor, and congratulations.

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*CONGRATULATIONS EXTENDED TO MARIANO AZUELA ELEMENTARY SCHOOL'S DUAL LANGUAGE PROGRAM 8TH GRADE GRADUATING CLASS.*

[R2026-0024104]

WHEREAS, We would like to congratulate the 2026 eighth-grade graduating class of Mariano Azuela Elementary School's inaugural Dual Language program; and

WHEREAS, The Chicago City Council has been informed of this prestigious achievement by the Honorable Silvana Tabares, Alderman of the 23rd Ward; and

WHEREAS, This graduating class has demonstrated great academic vigor, ambition and proficiency in two languages. This program aims to allow students a pathway to bilingualism by creating a learning environment that is meant to build strong literacy skills that can transfer from one language to another as they continue in their educational pursuits and future careers; and

WHEREAS, These students now who have gained skills across languages are stepping into a new chapter in their educational lives, encouraged and prepared by their teachers, mentors, and parents; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Azuela's eighth-grade Dual Language graduates and wish them continued success as they grow as both people and students; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared and presented to the Dual Language graduates as a sign of our esteem, honor, and congratulations.

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*RECOGNITION OF TWAIN ELEMENTARY SCHOOL PRINCIPAL MATTHEW MOLINE ON NATIONAL PRINCIPAL DAY.*

[R2026-0024704]

WHEREAS, We would like to recognize Principal Matthew Moline of Mark Twain Elementary School on National Principal Day for his outstanding leadership and for going above and beyond for his students; and

WHEREAS, The Chicago City Council has been informed of this prestigious achievement by the Honorable Silvana Tabares, Alderman of the 23rd Ward; and

WHEREAS, Principal Moline has demonstrated great care for his faculty and students, ensuring they all feel welcome and safe in their school community. As Twain Elementary is short on crossing guards, Principal Moline has been seen outside after school assisting students safely cross intersections around the school; and

WHEREAS, We would like to thank Principal Moline for his hard work, dedication, and effort put towards fostering a school community where students are seen and faculty is encouraged; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby recognize Principal Moline and wish him continued success as principal of Mark Twain Elementary School; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Principal Matthew Moline as a sign of our esteem, honor, and recognition.

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*CONGRATULATIONS EXTENDED TO DARLENE C. OCHODNICKY ON 75TH BIRTHDAY.*

[R2026-0024710]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to Darlene C. Ochodnicky on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 23rd Ward, Alderman Silvana Tabares would like to extend a personal tribute to Darlene C. Ochodnicky on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, Darlene C. Ochodnicky has been a valued member of the 23rd Ward seniors community, and we cherish all that she has given and taught us in her lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 15th day of April 2026, do hereby congratulate Darlene C. Ochodnicky on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Darlene C. Ochodnicky for her continued health, happiness and success following her 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Darlene C. Ochodnicky as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO WILLIAM F. STECICH ON 75TH BIRTHDAY.*
[R2026-0024712]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to William F. Stecich on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 23rd Ward, Alderman Silvana Tabares would like to extend a personal tribute to William F. Stecich on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, William F. Stecich has been a valued member of the 23rd Ward seniors community, and we cherish all that he has given and taught us in his lifetime; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the Chicago City Council, gathered here this 15th of April 2026, do hereby congratulate William F. Stecich on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to William F. Stecich for his continued health, happiness and success following his 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William F. Stecich as a token of appreciation and blessed wishes.

*Presented By*

***ALDERPERSON TABARES (23rd Ward), ALDERPERSON QUINN (13th Ward) And ALDERPERSON LOPEZ (15th Ward):***

*CONGRATULATIONS EXTENDED TO OBBIE'S PIZZA ON WINNING 2025 GARFIELD RIDGE AWARD FOR BEST PIZZA.*

[R2026-0024590]

WHEREAS, Obbie's Pizza, located at 6654 West Archer Avenue, has been recognized as the best of 2025 Garfield Ridge Award winner in the Pizza Restaurant category; and

WHEREAS, The Chicago City Council has been informed of this award by the Honorable Silvana Tabares, Alderman of the 23rd Ward; Marty Quinn, Alderman of the 13th Ward; and Raymond Lopez, Alderman of the 15th Ward; and

WHEREAS, Obbie's is a staple pizzeria located in the heart of West Archer Avenue in the Garfield Ridge community. It was opened in 1977 in the community and has been a staple in the community for over 40 years; and

WHEREAS, Obbie's has received this award based on customer satisfaction, brand reputation, and service excellence. This achievement was not received by direct application or by nomination of community members -- this acknowledgement is solely based on the raving customer feedback from the Garfield Ridge community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby recognize Obbie's Pizza for their achievement as the winner of the Best Pizza in the Garfield Ridge Community 2025; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Obbie's Pizza as a sign of our esteem, honor, and congratulations.

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*Presented By*

***ALDERPERSON SIGCHO-LOPEZ (25th Ward):***

*RECOGNITION OF SAMIR KHALIL FOR CONTRIBUTIONS AND DEDICATION TO ARAB AMERICAN COMMUNITY IN CHICAGO.*

[R2026-0024813]

WHEREAS, The City of Chicago proudly joins in the observance of Arab American Heritage Month, celebrating the enduring legacy, vibrant culture, and profound contributions

of Arab Americans, whose achievements have immeasurably enriched the social, economic, and civic life of this great city; and

WHEREAS, Samir Khalil, a distinguished community leader and devoted resident of Chicago, journeyed from Palestine to the United States at the age of eighteen, embodying the courage, perseverance, and boundless hope that define the immigrant experience; and

WHEREAS, Through his pursuit of higher education at Southern Illinois University Carbondale, he laid the foundation for a life marked by purpose, achievement, and unwavering commitment to the public good; and

WHEREAS, During the administration of the late Mayor Harold Washington, Samir Khalil served with distinction as a liaison to the Arab American community, fostering understanding, strengthening trust, and building enduring bridges between City Hall and the communities it serves; and

WHEREAS, As the founder of the Arab American Democracy Club -- now marking 43 years of steadfast service -- he has inspired generations to engage in civic life, uplift their voices, and claim their rightful place in the democratic process; and

WHEREAS, For more than four decades, Samir Khalil has exemplified the spirit of entrepreneurship as a small business owner, contributing to the vitality and prosperity of Chicago's neighborhoods while serving as a pillar of stability and trust within the community; and

WHEREAS, Through decades of visionary leadership, he has advanced Arab American civic participation by championing voter education, encouraging voter registration, and ensuring that the voices of Arab American residents are heard clearly and powerfully across the City of Chicago; and

WHEREAS, Beyond his many professional and civic accomplishments, his service as trustee and secretary of the Board for the Palos Hills Fire Department reflects a deep and abiding commitment to public safety, community well-being, and the common good; and

WHEREAS, The life and work of Samir Khalil stand as a testament to the enduring power of service, the strength of community, and the promise of civic engagement to shape a more just and inclusive city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this day, do hereby honor Samir Khalil for his extraordinary contributions and do commend his legacy of leadership, service, and unwavering dedication to the Arab American community and to all the residents of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Samir Khalil as an expression of our highest esteem, gratitude, and respect.

*Presented By*

***ALDERPERSON FUENTES (26th Ward):***

*RECOGNITION OF ROGER KLICH FOR DEDICATION TO HOUSING JUSTICE IN HUMBOLDT PARK, LOGAN SQUARE, BELMONT CRAGIN, HERMOSA, AND WEST TOWN COMMUNITIES.*

[R2026-0024761]

WHEREAS, The members of the City Council of the City of Chicago are pleased to recognize individuals whose dedication to community service strengthens neighborhoods and advances justice and opportunity for all residents; and

WHEREAS, Roger Klich has distinguished himself as an integral community leader and advocate whose work has helped advance the cause of civic engagement in the 26th Ward and housing justice in Chicago through United Neighbors of the 26th Ward and Palenque LSNA; and

WHEREAS, Through his involvement with Palenque LSNA and United Neighbors of the 26th Ward, Roger Klich has supported community-led initiatives that work to ensure that long-time residents can remain in the neighborhoods they call home and that families have access to safe, stable, and affordable housing; and

WHEREAS, Palenque LSNA is a respected community-based organization serving the Logan Square, Avondale, and Hermosa communities, where it works alongside residents to advance housing stability, community leadership, and neighborhood equity; and

WHEREAS, Roger Klich is a vital contributor and leader with the United Neighbors of the 26th Ward, United Neighbors of the 35th Ward, Logan Square Preservation, and so many more block-by-block advocacy groups, bringing community-led zoning to the forefront; and

WHEREAS, Roger Klich has contributed his time and talents to support organizing efforts that uplift the voices of tenants, homeowners, and community members working collectively to address displacement through campaigns like Bring Chicago Home, the Northwest Side Housing Preservation Ordinance, the Tenant Opportunity to Purchase (TOPA) Program, and a number of 100% affordable housing in the 26th Ward; and

WHEREAS, His commitment to housing justice reflects a deep belief that strong communities are built when neighbors stand together to ensure that everyone has the opportunity to live with dignity; and

WHEREAS, The City of Chicago is proud to recognize residents like Roger Klich whose consistent advocacy, canvassing skills, and conviction lead to a greater purpose, and who is celebrating his birthday on April 30; now, therefore,

*Be It Resolved*, That we, Mayor Brandon Johnson and the members of Chicago City Council, do hereby commend and honor Roger Klich for his dedication to housing justice in Humboldt Park, Logan Square, Belmont Cragin, Hermosa, and West Town; and

*Be It Further Resolved*, That suitable copies of this Resolution be presented to Roger Klich as a token of our gratitude, admiration, and deep respect for his unwavering commitment to the people of Chicago.

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*Presented By*

***ALDERPERSON TALIAFERRO (29th Ward):***

*TRIBUTE TO LATE RUFUS CHANEY.*

[R2026-0024246]

WHEREAS, The City of Chicago mourns the loss of a beloved community member, Rufus Chaney, who passed away on Sunday March 22, 2026; and

WHEREAS, The Chicago City Council has been informed of Rufus Chaney's passing by the Honorable Alderman Chris Taliaferro of the 29th Ward; and

WHEREAS, Rufus was born in Marianna, Arkansas on May 1,1949; and

WHEREAS, Rufus married the love of his life, Maggie Jackson-Chaney, and together they were blessed with two children, Nedra Berkley and Yolanda Lockett; and

WHEREAS, Rufus was a was a devoted husband and father; and

WHEREAS, Rufus loved to serve and help his family, friends and educate others both spiritually and economically; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby extend our most heartfelt condolences to the family and friends of Rufus Chaney; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Rufus Chaney as a token of our honor and respect.

*Presented By*

***ALDERPERSON QUEZADA (35th Ward):***

*RECOGNITION OF TRASH PEOPLE ORGANIZATION FOR COMMUNITY SERVICE, ENVIRONMENTAL STEWARDSHIP AND CIVIC ENGAGEMENT IN CHICAGO.*

[R2026-0024809]

WHEREAS, The Trash People organization was founded in 2022 by Penny Gibbons, who sought to build community and connection in the aftermath of the COVID-19 pandemic; and

WHEREAS, What began as a single neighborhood clean-up in Logan Square, starting outside La Boulangerie with just eight participants, has grown into a citywide movement spanning nine neighborhoods: Logan Square, Humboldt Park, West Town, McKinley Park, Ravenswood, Uptown, Pilsen, Hyde Park, and Lakeview; and

WHEREAS, The mission of Trash People is to strengthen community connection and civic contribution by bringing neighbors together through shared care for their neighborhoods and environment, empowering local leaders to create hyper-local programming that reflects the needs of their communities; and

WHEREAS, Since its founding, Trash People has organized over 200 community clean-up events across Chicago, engaging more than 3,000 volunteers and generating over 11,000 event registrations, reflecting strong and growing civic participation; and

WHEREAS, The organization's success has inspired additional initiatives that strengthen civic engagement and mutual aid across the city; and

WHEREAS, In Spring 2023, Trash People launched The Volunteer Fair, a one-day event connecting Chicago residents with nonprofit and mutual aid organizations, hosting seven fairs to date, with three more planned in 2026, and introducing over 5,000 Chicagoans to more than 100 local organizations; and

WHEREAS, In November 2023, Trash People opened The Parlor, a community-driven donation and redistribution hub in Logan Square that collects, repairs, and redistributes essential goods such as clothing, bedding, and household items to nonprofit and mutual aid partners at no cost, reducing landfill waste and expanding access to resources; and

WHEREAS, The Parlor has redistributed hundreds of thousands of items, supported over 50 local organizations, and provided critical assistance to countless individuals, while also hosting free teacher resource pop-ups that have served over 500 educators and distributed tens of thousands of classroom supplies; and

WHEREAS, Trash People's partnerships with community organizations, mutual aid groups, and local leaders demonstrate a deep commitment to equity, solidarity, environmental sustainability, and collective care for Chicago's most underserved residents; now, therefore,

*Be It Resolved*, The Chicago City Council does hereby recognize and honor Trash People for its outstanding contributions to community building, environmental stewardship, and civic engagement across the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Penny Gibbons and the leadership and volunteers of Trash People as a token of our appreciation and respect.

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*Presented By*

***ALDERPERSON VILLEGAS (36th Ward):***

*DESIGNATION OF APRIL 13 AS "BORINQUENEERS DAY" IN CHICAGO.*
[R2026-0024771]

WHEREAS, The United States Congress has officially designated April 13 as "National Borinqueneers Day", honoring the service, sacrifice, and legacy of the 65th Infantry Regiment, known as "The Borinqueneers"; and

WHEREAS, The Borinqueneers were the first United States Army regiment composed primarily of Puerto Rican soldiers, who have a distinguished history of service dating back to 1899; and

WHEREAS, The Borinqueneers served with extraordinary valor during World War I, World War II, and the Korean War, often under some of the most difficult combat conditions, earning numerous commendations and establishing a legacy of courage and perseverance; and

WHEREAS, Despite facing discrimination and unequal treatment, The Borinqueneers continued to serve honorably, embodying the highest traditions of military service and devotion to the United States; and

WHEREAS, In recognition of their extraordinary contributions, The Borinqueneers were collectively awarded the Congressional Gold Medal in 2014, one of the highest civilian honors bestowed by the United States Congress; and

WHEREAS, The City of Chicago is home to a vibrant Puerto Rican community and a proud population of veterans whose history, culture, and military service are deeply intertwined with the legacy of The Borinqueneers; and

WHEREAS, The City of Chicago has a long-standing commitment to honoring the service of veterans and recognizing the diverse cultural and historical contributions that strengthen our city and nation; and

WHEREAS, American Legion SSG Jason Vazquez Post Number 939, a veterans service organization dedicated to honoring Latino veterans and educating the public on their service and sacrifice, formally adopted a resolution recognizing National Borinqueneers Day and calling upon the City of Chicago to do the same; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does hereby recognize April 13 as "Borinqueneers Day" in the City of Chicago, in alignment with National Borinqueneers Day; and

*Be It Further Resolved*, That the City of Chicago encourages residents, schools, community organizations, and civic institutions to observe Borinqueneers Day through educational programming, commemorative events, and public acknowledgment of the Borinqueneers' enduring legacy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to American Legion SSG Jason Vazquez Post Number 939 and entered into the official records of the City of Chicago as a lasting tribute to the Borinqueneers and all Puerto Rican veterans who have served with honor.

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*Presented By*

***ALDERPERSON NUGENT (39th Ward):***

*CONGRATULATIONS EXTENDED TO ROBERT AND JULIE ANDERSEN ON RECEIVING 2026 HEART OF ST. EDWARD AWARD.*

[R2026-0024681]

WHEREAS, The City of Chicago honors Robert and Julie Andersen as 2026 recipients of the Heart of St. Edward Award, established in 2019, which recognizes parishioners who faithfully support the mission of St. Edward School, inspiring hearts for Christ and minds for knowledge; and

WHEREAS, The City Council has been informed of this award by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Robert and Julie have demonstrated unwavering dedication to St. Edward School and Parish through their many years of service and involvement; and

WHEREAS, As devoted parents, Robert and Julie supported the education and faith formation of their two daughters during their time at St. Edward School from 2014 to 2017; and

WHEREAS, Together they have strengthened the school community by running concession stands at athletic events, leading Girl Scouts, organizing girls' sports recognition nights, and coordinating the St. Joseph Table; and

WHEREAS, Julie has generously contributed her time and talents by preparing and cleaning for parish events and bringing joy to children through face painting at community activities; and

WHEREAS, Robert has faithfully served the parish as a Lector at Holy Mass, a driver of the parish bus to assist parishioners in attending Mass, and as a dedicated member of the collection counting team for many years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate Robert and Julie Andersen as recipients of the Heart of St. Edward Award, presented at the Big Red Auction on April 18, 2026, in grateful appreciation for their faithful service and enduring commitment to the community; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert and Julie Andersen as a token of our esteem and gratitude.

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*CONGRATULATIONS EXTENDED TO PATRICIA BRESNAHAN ON RECEIVING 2026 HEART OF ST. EDWARD AWARD.*

[R2026-0024679]

WHEREAS, The City of Chicago honors Patricia Bresnahan as a 2026 recipient of the Heart of St. Edward Award, established in 2019, which recognizes parishioners who faithfully support the mission of St. Edward School, inspiring hearts for Christ and minds for knowledge; and

WHEREAS, The City Council has been informed of this award by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Patricia has demonstrated unwavering dedication to St. Edward School and Parish through her many years of service and leadership; and

WHEREAS, As a devoted parent, Patricia supported the education and faith formation of her three sons during their time at St. Edward School in the early 1990s; and

WHEREAS, Patricia generously gave her time as a member of the St. Edward School Board, helping guide the school's mission and growth; and

WHEREAS, Patricia's volunteer spirit was evident through her service as a scout leader, SEPO Chair, and homeroom representative; and

WHEREAS, Her commitment to the parish community extends beyond the school, having served on the Parish Pastoral Council and Hospitality Committee; and

WHEREAS, Most recently, Patricia helped bring the parish community together by organizing the St. Edward Parish 125th Anniversary Cookbook in 2024; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate Patricia Bresnahan as a recipient of the Heart of St. Edward Award, presented at the Big Red Auction on April 18, 2026, in grateful appreciation for her faithful service and enduring commitment to the community; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia Bresnahan as a token of our esteem and gratitude.

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*RECOGNITION OF HABITAT FOR HUMANITY CHICAGO ON HOSTING BUILD THE BLOCK PARTY ANNUAL BENEFIT ON APRIL 20, 2026.*

[R2026-0024759]

WHEREAS, The City honors Habitat for Humanity Chicago for hosting its Build the Block Party annual benefit on April 20, 2026; and

WHEREAS, The City of Chicago has been notified of this occasion by the Honorable Alderman Samantha Nugent of the 39th Ward; and

WHEREAS, Habitat for Humanity Chicago has demonstrated exceptional commitment to strengthening neighborhoods and expanding access to affordable homeownership and continues to provide meaningful contributions to residents throughout the City of Chicago; and

WHEREAS, The Build the Block Party annual benefit brings together community partners, supporters, and the public to celebrate the assets of Chicago's flourishing West Pullman, Greater Grand Crossing, and Austin neighborhoods; and

WHEREAS, Through its efforts, Habitat for Humanity Chicago has advanced initiatives such as new home construction for first time homebuyers, educational programs to support homeownership, neighborhood investment and engagement, and more, thereby improving the quality of life for individuals and families across our neighborhoods; and

WHEREAS, The dedication and leadership of the organization's staff, board, volunteers, and supporters serve as a testament to the spirit of service that defines Chicago's civic culture; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, during National Fair Housing Month, do hereby honor and congratulate Habitat for Humanity Chicago on the occasion of its Build the Block Party; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Habitat for Humanity Chicago as an expression of the City Council's esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ROGER MC GILL ON RECEIVING 2026 ST. EDWARD SCHOOL DISTINGUISHED ALUMNI AWARD.*

[R2026-0024678]

WHEREAS, The City of Chicago honors Roger McGill as a 2026 recipient of the Distinguished Alumni Award, which recognizes a graduate of St. Edward School who has continued to support the school and its mission of faith and education; and

WHEREAS, The City Council has been informed of this award by the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Roger McGill, a proud member of the St. Edward School Class of 1957, has demonstrated a lifelong commitment to his parish and community; and

WHEREAS, As a devoted parent, Roger continued the St. Edward tradition by supporting the education and faith formation of his children at St. Edward School; and

WHEREAS, Roger has generously contributed to parish life through coaching youth sports teams, serving on the Facilities committee, and faithfully serving as an usher for decades; and

WHEREAS, Roger McGill has shown exceptional dedication to supporting veterans, particularly within the local community; and

WHEREAS, He has played a leading role in organizing the Mayfair Veterans Day Celebration and has created meaningful opportunities for veterans to gather and support one another; and

WHEREAS, Roger has consistently offered his time and guidance to veterans in need, helping them access important resources, including medical services through the Veterans Administration; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate Roger McGill as the recipient of the Distinguished Alumni Award, presented at the Big Red Auction on April 18, 2026, in recognition of his lifelong service and enduring commitment to faith, community, and country; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Roger McGill as a token of our esteem and gratitude.

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*Presented By*

***ALDERPERSON NUGENT (39th Ward) And***
***ALDERPERSON BURNETT (27th Ward):***

*CONGRATULATIONS EXTENDED TO WALTER PAYTON COLLEGE PREPARATORY HIGH SCHOOL SCHOLASTIC BOWL TEAM ON WINNING ILLINOIS HIGH SCHOOL ASSOCIATION CHAMPIONSHIP.*

[R2026-0024657]

WHEREAS, Following a stellar 2025 -- 2026 season, the Walter Payton College Preparatory High School Scholastic Bowl Team has won the school's first Illinois High School Association Scholastic Bowl State Championship; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Walter R. Burnett, Alderman of the 27th Ward, and the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, The Scholastic Bowl is an academic competition where teams of students from over 500 schools across Illinois compete in a demanding competition of rapid-fire questions across a wide variety of subjects -- from history, science, math, and literature to the arts, mythology, current events, and pop culture -- with mere seconds to buzz-in before the other team; and

WHEREAS, The 2025 -- 2026 Walter Payton College Preparatory High School Scholastic Bowl Team is comprised of members of each grade, including: freshmen Caleb Tang and Beatriz Whitford-Rodriguez; sophomores Siddharth Krishnan, Simra Kuchay, and Grant Liu; juniors Ben Hesser, Elena Whitford, and Aaron Zhang; and seniors Kieran Blake, Mandy Dantz, Hector Rodriguez, and Connolly Nugent, who was also selected to the 2026 IHSA All-State Academic Team; and

WHEREAS, Led by coach Mark Taylor, the Grizzlies have a record of 91-13 over the 2025 -- 2026 season -- so far -- with their performances earning them invitations to several year-end tournaments; and

WHEREAS, At the first of these tournaments -- the IHSSBCA-NAQT State Finals -- both of the Walter Payton College Prep teams invited to the tournament advanced from the round of 32 to the final eight round robin, and one of the teams advanced all the way to the final, ultimately coming in second to Stevenson High School from Lincolnshire; and

WHEREAS, One week later, the Grizzlies would get their rematch, this time in the 42nd Annual Illinois Masonic Academic Bowl State Finals, where they went undefeated -- including a nail-biting victory over Stevenson in the playoff round -- on their way to winning the championship against Illinois Math and Science Academy in the final; and

WHEREAS, At the IHSA State Finals, the team maintained another undefeated record throughout the tournament and again met Stevenson in the final match, where the Grizzlies emerged victorious to claim Walter Payton College Preparatory High School's first-ever IHSA Scholastic Bowl State Championship, and to become the first Chicago school ever to appear in -- and win -- the IHSA Class 2A state championship match in the 40-year history of the tournament; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, hereby congratulate the Walter Payton College Preparatory High School Scholastic Bowl Team on a tremendous 2025 -- 2026 season, culminating in winning the Grizzlies' first State Scholastic Bowl Championship; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Coach Mark Taylor and the members of the Walter Payton College Preparatory High School Scholastic Bowl Team as a token of our esteem and best wishes for continued success.

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*Presented By*

***ALDERPERSON KNUDSEN (43rd Ward):***

*RECOGNITION AND SUPPORT OF "NATIONAL YOUTH HIV/AIDS AWARENESS DAY".*

[R2026-0024714]

WHEREAS, April 10th is recognized nationally as "National Youth HIV/AIDS Awareness Day," a day to raise awareness and take action to support the health, education, and leadership of young people; and

WHEREAS, According to the Centers for Disease Control and Prevention, more than 1.2 million people in the United States are living with HIV, with in recent years approximately 30,000+ new diagnoses annually; and

WHEREAS, Youth ages 13 to 24 account for approximately 20 percent of new HIV diagnoses nationally; and young people living with HIV are less likely than other age groups to be retained in care or achieve viral suppression, and many remain unaware of their HIV status; and

WHEREAS, In Chicago, the Chicago Department of Public Health continues to report that HIV disproportionately impacts young people of color, particularly Black and Latino youth, and young gay and bisexual men; and

WHEREAS, Addressing HIV among young people requires a continued focus on reducing stigma, improving access to care, and ensuring that all young people have the information and resources they need to stay healthy; and

WHEREAS, Disparities in access to prevention tools such as pre-exposure prophylaxis (PrEP), testing, and culturally competent care continue to impact outcomes for young people; now, therefore,

*Be It Resolved,* That we, the members of the Chicago City Council, assembled this day:

(1) supports the goals and ideals of "National Youth HIV/AIDS Awareness Day";

(2) encourages the Chicago Department of Public Health, Chicago Public Schools, and community-based organizations to recognize and promote awareness of this day;

(3) affirms the importance of ensuring that all young people have access to accurate, inclusive, and medically sound information about HIV prevention and care;

(4) supports efforts to expand access to testing, prevention tools such as PrEP, and youth-friendly health care services across Chicago;

(5) calls for continued investment in programs that support young people living with HIV, including peer support, care coordination, and transition services into adulthood;

(6) encourages strategies that reduce stigma and promote equity in health outcomes, particularly for communities disproportionately impacted by HIV; and

(7) recognizes the importance of youth leadership in shaping policies and programs that impact their health and well-being.

*Presented By*

***ALDERPERSON LAWSON (44th Ward):***

*TRIBUTE TO LATE RICHARD H. ROSARIO.*

[R2026-0024168]

WHEREAS, Richard H. "Rick" Rosario, a lifelong resident of Lakeview, Chicago, was born on November 23, 1951, and passed away peacefully on February 17th, 2024, at the age of 72, leaving behind a legacy of service, kindness, and unwavering dedication to his community; and

WHEREAS, Rick was a devoted public servant who spent decades working for the City of Chicago, including roles with the Streets and Sanitation Bureau, O'Hare International Airport, the Cook County Forest Preserves, and the Chicago Police Department's 19th District; and

WHEREAS, For over 50 years, Rick volunteered within the 44th Ward, working alongside elected officials including Jack Merlo, Bernie Hanson, Mike Quigley, Sara Feigenholtz, Dick Durbin, Tom Tunney, and other aldermen, congressmen, committeemen, and representatives, while building lasting relationships grounded in trust, respect, and service; and

WHEREAS, Rick was known throughout the community for his tireless work ethic -- engaging with residents in all weather conditions, assisting residents with city services, supporting seniors, and encouraging civic participation -- always putting people first; and

WHEREAS, He was deeply admired for his gentle spirit, strong moral character, and genuine care for others, with countless residents and local businesses knowing him personally and benefiting from his kindness and dedication; and

WHEREAS, Beyond his professional accomplishments, Rick was a loving husband, father, and family man who prioritized his loved ones and embraced life with resilience, humility, and joy, even in the face of significant health challenges later in life; and

WHEREAS, Despite battling Alzheimer's disease and dementia in his later years, Rick remained surrounded by the love and care of his family, and his legacy as a steadfast, compassionate, and devoted member of the Lakeview community endures; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of Chicago, do hereby honor the life and memory of Richard H. "Rick" Rosario, recognizing his decades of service, his impact on countless residents, and his enduring contributions to the Lakeview community; and

*Be It Further Resolved,* That we extend our deepest condolences to his family, friends, and all who had the privilege of knowing him, and that Rick Rosario's legacy will continue to serve as an example of what it means to be truly committed to one's community, and may he rest in eternal peace.

*Presented By*

***ALDERPERSON GARDINER (45th Ward):***

*CONGRATULATIONS EXTENDED TO BEVERLY ASHUM-THOMPSON ON 70TH BIRTHDAY.*

[R2026-0024217]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beverly Ashum-Thompson in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Beverly Ashum-Thompson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Beverly Ashum-Thompson on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Beverly Ashum-Thompson.

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*CONGRATULATIONS EXTENDED TO CRESENCIA AVILA ON 95TH BIRTHDAY.*

[R2026-0024218]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cresencia Avila in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Cresencia Avila on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved,* That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Cresencia Avila on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Cresencia Avila.

*CONGRATULATIONS EXTENDED TO MIRZA BAIG ON 65TH BIRTHDAY.*
[R2026-0024219]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mirza Baig in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Mirza Baig on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Mirza Baig on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mirza Baig.

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*CONGRATULATIONS EXTENDED TO LULA BURNETT ON 91ST BIRTHDAY.*
[R2026-0024283]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lula Burnett in honor of her 91st birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Lula Burnett on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Lula Burnett on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lula Burnett.

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*CONGRATULATIONS EXTENDED TO ANNA BRYSON ON 75TH BIRTHDAY.*
[R2026-0024222]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anna Bryson in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Anna Bryson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Anna Bryson on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Anna Bryson.

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*CONGRATULATIONS EXTENDED TO MIGUEL CLAUDIO ON 75TH BIRTHDAY.*

[R2026-0024228]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Miguel Claudio in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Miguel Claudio on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Miguel Claudio on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Miguel Claudio.

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*CONGRATULATIONS EXTENDED TO CORNELIUS DILLON ON 85TH BIRTHDAY.*

[R2026-0024235]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cornelius Dillon in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Cornelius Dillon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Cornelius Dillon on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Cornelius Dillon.

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*CONGRATULATIONS EXTENDED TO PRISCILLA FAIKEL ON 75TH BIRTHDAY.*
[R2026-0024239]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Priscilla Faikel in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Priscilla Faikel on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Priscilla Faikel on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Priscilla Faikel.

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*CONGRATULATIONS EXTENDED TO JOHN FARRELL ON 80TH BIRTHDAY.*
[R2026-0024242]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Farrell in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to John Farrell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate John Farrell on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to John Farrell.

*CONGRATULATIONS EXTENDED TO HECTOR FLORES ON 91ST BIRTHDAY.*

[R2026-0024245]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hector Flores in honor of his 91st birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Hector Flores on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Hector Flores on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Hector Flores.

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*CONGRATULATIONS EXTENDED TO NICK GIANAKAKIS ON 65TH BIRTHDAY.*

[R2026-0024248]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nick Gianakakis in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Nick Gianakakis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved,* That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Nick Gianakakis on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Nick Gianakakis.

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*CONGRATULATIONS EXTENDED TO MARIA GIANNIOS-MIKA ON 65TH BIRTHDAY.*

[R2026-0024272]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Giannios-Mika in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Maria Giannios-Mika on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Maria Giannios-Mika on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Maria Giannios-Mika.

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*CONGRATULATIONS EXTENDED TO JOHN GOEBELBECKER ON 65TH BIRTHDAY.*

[R2026-0024250]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Goebelbecker in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to John Goebelbecker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate John Goebelbecker on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to John Goebelbecker.

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*CONGRATULATIONS EXTENDED TO ROSE HEINRICH ON 85TH BIRTHDAY.*

[R2026-0024252]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rose Heinrich in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Rose Heinrich on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Rose Heinrich on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rose Heinrich.

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*CONGRATULATIONS EXTENDED TO BARBARA KINAST ON 70TH BIRTHDAY.*

[R2026-0024210]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara Kinast in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Barbara Kinast on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Barbara Kinast on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Barbara Kinast.

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*CONGRATULATIONS EXTENDED TO KONSTANTY KRYLOW ON 94TH BIRTHDAY.*

[R2026-0024258]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Konstanty Krylow in honor of his 94th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Konstanty Krylow on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Konstanty Krylow on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Konstanty Krylow.

*CONGRATULATIONS EXTENDED TO MILENKO MILJEVIC ON 65TH BIRTHDAY.*
[R2026-0024260]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Milenko Miljevic in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Milenko Miljevic on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Milenko Miljevic on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Milenko Miljevic.

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*CONGRATULATIONS EXTENDED TO JOSEPH MORREALE ON 70TH BIRTHDAY.*
[R2026-0024271]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Morreale in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Joseph Morreale on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Joseph Morreale on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph Morreale.

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*CONGRATULATIONS EXTENDED TO LEEANN OLITA ON 65TH BIRTHDAY.*
[R2026-0024261]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leeann Olita in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Leeann Olita on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Leeann Olita on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Leeann Olita.

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*CONGRATULATIONS EXTENDED TO MARTIN OTTERSON ON 75TH BIRTHDAY.*
[R2026-0024262]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Martin Otterson in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Martin Otterson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Martin Otterson on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Martin Otterson.

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*CONGRATULATIONS EXTENDED TO FRANCISCA PAZOS ON 75TH BIRTHDAY.*
[R2026-0024263]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Francisca Pazos in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Francisca Pazos on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Francisca Pazos on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Francisca Pazos.

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*CONGRATULATIONS EXTENDED TO LAURA RYAN ON RECOGNITION AS 45TH WARD TEACHER OF THE MONTH.*

[R2026-0024645]

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner is proud to offer his personal tribute to Ms. Laura Ryan in recognition of her outstanding service and dedication as an educator and valued member of the City of Chicago; and

WHEREAS, Ms. Laura Ryan has dedicated 28 years of exemplary service as a teacher at Farnsworth Elementary School; and

WHEREAS, Throughout her distinguished career, Ms. Ryan has consistently gone above and beyond in her commitment to her students and the broader school community; and

WHEREAS, As a teacher representative on the Friends of Farnsworth Team, Ms. Ryan has led efforts to strengthen community connections while actively engaging staff and students in meaningful fundraising initiatives, including the upcoming school walkathon; and

WHEREAS, Childhood garden, enriching the learning environment for young students; and

WHEREAS, Ms. Ryan generously volunteers her time to support numerous school events, demonstrating her unwavering dedication to the Farnsworth community; and

WHEREAS, In partnership with fellow educator Mrs. Tracy Singer, Ms. Ryan helped create an inclusive playground communication board, an innovative resource that supports students in cluster programs, English Language learners, and children with limited speech; and

WHEREAS, Her work reflects a deep commitment to ensuring that every Farnsworth student has access to enriching, inclusive, and supportive educational experiences; now, therefore,

*Be It Resolved*, That the Alderman and the 45th Ward proudly recognize and honor Ms. Laura Ryan for her dedication to education and her commitment to the Farnsworth community, and extend best wishes for continued success in her role at Farnsworth Elementary School; and

*Be It Further Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 15th day of April 2026, do hereby congratulate Ms. Laura Ryan and extend our best wishes for continued success.

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*CONGRATULATIONS EXTENDED TO RONA SCHMIDT ON 70TH BIRTHDAY.*
[R2026-0024264]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rona Schmidt in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Rona Schmidt on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Rona Schmidt on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rona Schmidt.

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*CONGRATULATIONS EXTENDED TO CAMILLE SCHURER ON 85TH BIRTHDAY.*
[R2026-0024270]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Camille Schurer in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Camille Schurer on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Camille Schurer on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Camille Schurer.

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*CONGRATULATIONS EXTENDED TO SHAMROCK UNIFIED SPORTS TEAM ON WINNING ILLINOIS HIGH SCHOOL ASSOCIATION UNIFIED BASKETBALL STATE CHAMPIONSHIP.*

[R2026-0024643]

WHEREAS, The Shamrock Unified Sports Team exemplifies the very best of teamwork, inclusion, and sportsmanship through their participation in IHSA Unified Basketball; and

WHEREAS, The Chicago City Council has been informed of this outstanding achievement by the Honorable James M. Gardiner, Alderman of the 45th Ward; and

WHEREAS, Unified Basketball brings together student-athletes with and without intellectual disabilities, fostering a culture of respect, collaboration, and mutual support both on and off the court; and

WHEREAS, The team is composed of Special Olympics athletes and Unified Partners, competing under IHSA rules while promoting the values of inclusion and equal opportunity in athletics; and

WHEREAS, St. Patrick High School and Vaughn Occupational High School came together in a unified partnership, and the Shamrock Unified Sports Team demonstrated exceptional dedication, perseverance, and skill throughout their season; and

WHEREAS, On March 16, 2026, the team achieved an extraordinary accomplishment by capturing the IHSA Unified Basketball State Championship at the State Finals in Champaign, Illinois; and

WHEREAS, This achievement reflects athletic excellence and the strength of unity, friendship, and community; and

WHEREAS, The coaches, staff, families, and supporters played an integral role in guiding and encouraging these student-athletes throughout their journey to a state title; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled this 15th day of April 2026, do hereby congratulate the Shamrock Unified Sports Team in partnership with Vaughn Occupational High School on winning the IHSA Unified Basketball State Championship; and

*Be It Further Resolved*, That we commend each athlete, Unified Partner, and coach for their commitment to inclusion, teamwork, and excellence, and recognize this remarkable achievement as a source of pride for the entire City of Chicago, celebrating the positive impact of Unified Sports programs in bringing people together; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Vaughn Occupational High School and St. Patrick High School as a token of the City Council's gratitude and recognition of their outstanding achievement and enduring impact on the City of Chicago.

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*CONGRATULATIONS EXTENDED TO DANIEL STOLL ON 70TH BIRTHDAY.*

[R2026-0024265]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Stoll in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Daniel Stoll on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Daniel Stoll on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Daniel Stoll.

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*CONGRATULATIONS EXTENDED TO LINDA STOLL ON 70TH BIRTHDAY.*

[R2026-0024266]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Stoll in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Linda Stoll on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Linda Stoll on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Linda Stoll.

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*CONGRATULATIONS EXTENDED TO BRIAN SWANSON ON 65TH BIRTHDAY.*
[R2026-0024267]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brian Swanson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Brian Swanson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Brian Swanson on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Brian Swanson.

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*CONGRATULATIONS EXTENDED TO ELVIA VILLEGAS ON 75TH BIRTHDAY.*
[R2026-0024269]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elvia Villegas in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Elvia Villegas on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 15th day of April 2026, do hereby congratulate Elvia Villegas on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Elvia Villegas.

*Presented By*

***ALDERPERSON GARDINER (45th Ward) And ALDERPERSON NUGENT (39th Ward):***

*CONGRATULATIONS EXTENDED TO YELLOW ROSE CAFE ON 30TH ANNIVERSARY.*

[R2026-0024718]

WHEREAS, The City is pleased to honor Yellow Rose Cafe on the occasion of its 30th anniversary, celebrating three decades of outstanding service to Chicago's Northwest Side; and

WHEREAS, The City of Chicago has been notified of this milestone by the Honorable Jim Gardiner, Alderman of the 45th Ward and the Honorable Samantha Nugent, Alderman of the 39th Ward; and

WHEREAS, Yellow Rose Cafe, located at 5640 North Elston Avenue, has been a beloved neighborhood institution since its founding, when owner Angelo chose this location for its strong sense of community and the warmth of the people who call the Northwest Side home; and

WHEREAS, From its earliest days welcoming local bus drivers and neighborhood regulars, Yellow Rose Cafe has grown into a citywide favorite, earning a reputation as one of the best breakfast restaurants in Chicago through decades of consistent quality and genuine hospitality; and

WHEREAS, Angelo and his team have built Yellow Rose Cafe into a nostalgic and authentic dining destination, known throughout Chicago for its famous corned beef hash, daily homemade soups, and breakfast and lunch specials -- all prepared with care and served at a price that reflects Angelo's enduring commitment to his community; and

WHEREAS, The welcoming atmosphere, friendly conversations, and homemade food at Yellow Rose Cafe have kept generations of customers coming back, and Angelo's personal warmth and dedication have made every guest feel right at home; and

WHEREAS, On March 28th, Yellow Rose Cafe proudly marked 30 years of serving the people of Chicago, a testament to the hard work, passion, and community spirit that have defined this cherished neighborhood staple; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our sincerest congratulations and gratitude to Angelo and the entire Yellow Rose Cafe family on this remarkable 30th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Yellow Rose Cafe as an expression of our appreciation and in recognition of 30 years of exceptional food, warm hospitality, and dedicated service to the people of Chicago.

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*Presented By*

***ALDERPERSON MANAA-HOPPENWORTH (48th Ward):***

*CONGRATULATIONS EXTENDED TO THE CENTER FOR INTERNATIONAL PERFORMANCE AND EXHIBITION ON 40TH ANNIVERSARY.*

[R2026-0024746]

WHEREAS, The Center for International Performance and Exhibition was founded in 1987 to honor the late Harold Washington with a day-long arts celebration; and

WHEREAS, The Center for International Performance and Exhibition co-founded the Chicago World Music Festival, founded the Chicago Flamenco and Latin Jazz Festivals, and nurtured hundreds of emerging jazz artists who have gone onto international fame; and

WHEREAS, The Center for International Performance and Exhibition has presented over 5,000 unique events including the Woody Guthrie and Paolo Freire Centennial; and

WHEREAS, The Center for International Performance and Exhibition has contributed more than six million dollars to artists and to the local economy; and

WHEREAS, The Center for International Performance and Exhibition's Founder and Executive Director, Marguerite Horberg, is one of very few women in the country to hold such a position; and

WHEREAS, Marguerite Horberg is an artist, social justice activist, and entrepreneur who opened the organization's first location in Wicker Park as HotHouse; and

WHEREAS, The Center for International Performance and Exhibition has built deep relationships in the global solidarity community, leading more than 200 delegates on cultural exchanges in Cuba; and

WHEREAS, The Center for International Performance and Exhibition has modeled one of the most successful multi-racial, multi-generational, and impactful arts enterprises of its kind; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled here on the 15th of April, 2026, do hereby honor and congratulate The Center for International Performance and Exhibition on their 40th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Center for International Performance and Exhibition as a symbol of our esteem and respect.

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*CONGRATULATIONS EXTENDED TO CHICAGO'S SWEDISH AMERICAN MUSEUM ON 50TH ANNIVERSARY.*

[R2026-0024732]

WHEREAS, Chicago's Swedish American Museum was founded in 1976 by Kurt Mathiasson to preserve and celebrate Swedish American heritage; and

WHEREAS, Chicago's Swedish American Museum has been welcoming visitors from across the country and the world for exhibitions, festivals, language classes, and cultural programs for five decades; and

WHEREAS, This milestone is a testament to the people who made the museum what it is today -- the staff, board members, volunteers, and supporters -- who have worked tirelessly to preserve and share Swedish culture; and

WHEREAS, The museum grew out of a community effort to safeguard the stories and traditions of generations of Swedish immigrants and their descendants; and

WHEREAS, King Carl XVI Gustaf of Sweden officially dedicated the institution during his visit in April 1976, lending international recognition to the project and underscoring the deep cultural ties between Sweden and the Swedish American community; and

WHEREAS, The Swedish American Museum is a beloved Edgewater institution, hosting countless community events, and serving as a meeting place for neighbors; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled here on the 15th of April 2026, do hereby honor and congratulate the Swedish American Museum on their 50th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Swedish American Museum as a symbol of our esteem and respect.

# *MATTERS PRESENTED BY THE ALDERPERSONS.*

***(Presented By Wards, In Order, Beginning With The 50th Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

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## *1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.*

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### *Referred* -- ESTABLISHMENT OF LOADING ZONES.

The alderpersons named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *LEE* (11th Ward) | West 24th Place and South Wentworth Avenue (northwest corner along West 24th Place) -- community 15-minute loading zone; [O2026-0024129] |
| | West 24th Street and South Wentworth Avenue (southeast corner along West 24th Place) -- community 15-minute loading zone; [O2026-0024130] |
| *O'SHEA* (19th Ward) | South Wood Street (west side) from a point 45 feet north of West Beverly Glen Parkway to a point 44 feet north thereof -- Monday through Friday -- 7:00 A.M. to 4:30 P.M. [O2026-0024174] |

*Referred* -- AMENDMENT OF LOADING ZONE ON PORTION OF S. GRATTEN AVE.

[O2026-0024127]

Alderperson Lee (11th Ward) presented a proposed ordinance to amend the loading zone at 3048 -- 3052 South Gratten Avenue, to be in effect on Fridays from 7:00 A.M. to 1:00 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT ON PORTION OF W. WELLINGTON AVE.

[O2026-0024947]

Alderperson Waguespack (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance to restrict the movement of traffic to a single direction, easterly, except bicycles, on West Wellington Avenue, from North Leavitt Street to North Ravenswood Avenue, and on West Wellington Avenue, from North Ashland Avenue to North Southport Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- INSTALLATION OF PARKING METERS ON PORTION OF N. SACRAMENTO AVE.

[O2026-0024392]

Alderperson Rodríguez-Sánchez (33rd Ward) presented a proposed ordinance for the installation of parking meters on the west side of North Sacramento Avenue, from West Belmont Avenue to the alley between West Belmont Avenue and West School Street, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- REMOVAL OF PARKING METERS ON PORTIONS OF VARIOUS PUBLIC WAYS.

The alderpersons named below presented proposed ordinances for removal of parking meters on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Distance |
|---|---|
| *HOPKINS* (2nd Ward) | Remove meters at Meter Zones 216404 and 216405 on East Chicago Avenue (north side) from North John Baptiste DuSable Lake Shore Drive to North Fairbanks Court; and install meters on East Ontario Street (both sides) from North Fairbanks Court to North McClurg Court; [O2026-0024128] |
| *REILLY* (42nd Ward) | Remove meters at West Grand Avenue (south side) from a point 78 feet west of North State Street to a point 40 feet west thereof. [O2026-0024892] |

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*Referred* -- AMENDMENT OF STANDING ZONE ON PORTION OF W. DELAWARE PL.

[O2026-0024944]

Alderperson Reilly (42nd Ward) presented a proposed ordinance to amend an ordinance passed Jun 11, 2008, *Journal of the Proceedings of the City Council of the City of Chicago,* page 29557, which reads: "West Delaware Place (south side) from a point 80 feet west of North State Street to a point 59 feet west thereof -- 15-minute standing zone -- use flashing lights -- 8:00 A.M. to 5:00 P.M. -- all days -- tow-away zone (08-00386229)" by striking: "80 feet" and inserting: "69 feet"; by striking: "59 feet" and inserting: "74 feet"; and by striking: "15-minute standing zone -- use flashing lights -- 8:00 A.M. to 5:00 P.M. -- all days" and inserting: "Reserved Parking (2 Percent Disabled) -- at all times -- all days" in lieu thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- ESTABLISHMENT OF ONE-HOUR PARKING LIMITATION ON PORTION OF N. PLAINFIELD AVE.

[O2026-0024783]

Alderperson Sposato (38th Ward) presented a proposed ordinance to establish a one-hour parking limitation on the east side of North Plainfield Avenue, from West Irving Park Road to

the first alley north, to be in effect from 10:00 A.M. to 10:00 P.M., on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *LA SPATA* (1st Ward) | West Lyndale Street, at 2573 (Disabled Permit Parking 137225); [O2026-0024662] |
| *HALL* (6th Ward) | South Eberhart Avenue, at 8221 (disabled permit parking); [O2026-0024158] |
| | South Dr. Martin Luther King, Jr. Drive, at 7037 (disabled permit parking); [O2026-0024120] |
| | South Michigan Avenue, at 7554 (disabled permit parking); [O2026-0024133] |
| | South Prairie Avenue, at 7714 (disabled permit parking); [O2026-0024161] |
| | South Rhodes Avenue, at 7228 (disabled permit parking); [O2026-0024135] |
| *MITCHELL* (7th Ward) | South Chappel Avenue, at 7333 (Disabled Permit Parking 133276); [O2026-0024784] |

| Alderperson | Location And Permit Number |
|---|---|
| *HARRIS*<br>(8th Ward) | South Oglesby Avenue, at 8540 (Disabled Permit Parking 138753); [O2026-0024830] |
| | East 93rd Street, at 1946 (Disabled Permit Parking 138520); [O2026-0024939] |
| *LEE*<br>(11th Ward) | South Parnell Avenue, at 3518 (Disabled Permit Parking 136593); [O2026-0024125] |
| | South Paulina Street, at 3417 (Disabled Permit Parking 138652); [O2026-0024165] |
| | South Shields Avenue, at 2928 (Disabled Permit Parking 138683); [O2026-0024506] |
| | South Union Avenue, at 3512 (Disabled Permit Parking 137498); [O2026-0024508] |
| | South Wallace Street, at 3401 (Disabled Permit Parking 135472); [O2026-0024511] |
| | West 29th Street, at 336 (Disabled Permit Parking 138593); [O2026-0024505] |
| | West 38th Street, at 457 (Disabled Permit Parking 138641); [O2026-0024164] |
| *QUINN*<br>(13th Ward) | South La Crosse Avenue, at 6355 (Disabled Permit Parking 137738); [O2026-0024776] |
| | South La Crosse Avenue, at 6422 (Disabled Permit Parking 138738); [O2026-0024775] |
| | South Moody Avenue, at 6017 (Disabled Permit Parking 138554); [O2026-0024774] |
| | West 64th Place, at 5031 (Disabled Permit Parking 137840); [O2026-0024777] |

| Alderperson | Location And Permit Number |
|---|---|
| *GUTIÉRREZ* (14th Ward) | South Spaulding Avenue, at 5244 (Disabled Permit Parking 137990); [O2026-0024928] |
| | South Whipple Street, at 5257 (signs to be posted at 3018 West 53rd Street) (Disabled Permit Parking 138153); [O2026-0024933] |
| | West 51st Street, at 3737 (Disabled Permit Parking 138008); [O2026-0024934] |
| *MOORE* (17th Ward) | South Aberdeen Street, at 7652 (Disabled Permit Parking 136179); [O2026-0024510] |
| | South Ada Street, at 8415 (Disabled Permit Parking 138314); [O2026-0024512] |
| | South Hermitage Avenue, at 7623 (Disabled Permit Parking 110018); [O2026-0024509] |
| | South Hermitage Avenue, at 7754 (Disabled Permit Parking 138338); [O2026-0024057] |
| | South Marshfield Avenue, at 7146 (Disabled Permit Parking 138215); [O2026-0024514] |
| | South Talman Avenue, at 7124 (Disabled Permit Parking 135465); [O2026-0024516] |
| | South Wolcott Avenue, at 7930 (Disabled Permit Parking 137478); [O2026-0024513] |
| *CURTIS* (18th Ward) | West 80th Street, at 2336 (Disabled Permit Parking 134174); [O2026-0024706] |
| *O'SHEA* (19th Ward) | South Beverly Avenue, at 8843 (disabled parking permit); [O2026-0024656] |
| | South Church Street, at 10767 (disabled parking permit); [O2026-0024729] |

| Alderperson | Location And Permit Number |
|---|---|
| *SIGCHO-LOPEZ* (25th Ward) | West 24th Street, at 2252 (Disabled Permit Parking 120223); [O2026-0024935] |
| *FUENTES* (26th Ward) | North Avers Avenue, at 2155 (Disabled Permit Parking 138661); [O2026-0024828] |
| | North Kedvale Avenue, at 1823 (Disabled Permit Parking 137804); [O2026-0024824] |
| | North Keystone Avenue, at 1745 (Disabled Permit Parking 137704); [O2026-0024823] |
| | North Laramie Avenue, at 2216 (Disabled Permit Parking 138590); [O2026-0024825] |
| | North Lavergne Avenue, at 2146 (Disabled Permit Parking 137689); [O2026-0024822] |
| *BURNETT* (27th Ward) | South Hoyne Avenue, at 19 (Disabled Permit Parking 138907); [O2026-0024942] |
| *TALIAFERRO* (29th Ward) | North Oak Park Avenue, at 1620 (Disabled Permit Parking 137615); [O2026-0024160] |
| *CARDONA* (31st Ward) | North Kildare Avenue, at 2523 (disabled parking permit); [O2026-0024816] |
| | West Melrose Street, at 5352 (disabled parking permit); [O2026-0024818] |

| | |
|---|---|
| *QUEZADA* (35th Ward) | West Dickens Avenue, at 4115 (Disabled Permit Parking 138815); [O2026-0024847] |
| | West Diversey Avenue, at 3304 (Disabled Permit Parking 138423); [O2026-0024844] |
| | North Drake Avenue, at 2738 (Disabled Permit Parking 137820); [O2026-0024845] |
| | North Sawyer Avenue, at 2952 (Disabled Permit Parking 132479); [O2026-0024846] |
| *KNUDSEN* (43rd Ward) | North Cleveland Avenue, at 2237 (Disabled Permit Parking 138302); [O2026-0024703] |
| *SILVERSTEIN* (50th Ward) | North Richmond Street, at 6241 (Disabled Permit Parking 136543). [O2026-0024156] |

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*Referred* -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *LA SPATA* (1st Ward) | Amend ordinance by striking: "South Langley Avenue, at 7313 (Disabled Permit Parking 96746)"; [O2026-0024123] |
| | Amend ordinance by striking: "South Langley Avenue, at 8040 (Disabled Permit Parking 83046)"; [O2026-0024122] |

| Alderperson | Location And Permit Number |
|---|---|
| *LEE*<br>(11th Ward) | Repeal Disabled Permit Parking 117289 at 3743 South Lowe Avenue;<br>[O2026-0024515]<br><br>Repeal Disabled Permit Parking 53197 at 4204 South Wallace Street;<br>[O2026-0024735] |
| *QUINN*<br>(13th Ward) | Amend ordinance by striking: "South Nagle Avenue, at 6048 (Disabled Permit Parking 131848)";<br>[O2026-0024773] |
| *TABARES*<br>(23rd Ward) | Amend ordinance by striking: "South Kolin Avenue, at 5316 (Disabled Permit Parking 70829)";<br>[O2026-0024124] |
| *WAGUESPACK*<br>(32nd Ward) | Repeal Disabled Permit Parking 133100 at 2240 West Homer Avenue;<br>[O2026-0024667] |
| *QUEZADA*<br>(35th Ward) | Amend ordinance by striking: "North Bernard Street, at 3706 (Disabled Permit Parking 96980)";<br>[O2026-0024849] |
| *VILLEGAS*<br>(36th Ward) | Amend ordinance passed December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 36164, which reads: "West Diversey Avenue, at 6221 (Disabled Permit Parking 136589)" by striking: "136589" and inserting: "136859" in lieu thereof;<br>[O2026-0024843]<br><br>Amend ordinance passed February 18, 2026, *Journal of the Proceedings of the City Council of the City of Chicago,* page 40480, which reads: "North New England Avenue, at 2901 (signs to be posted at 2905 North New England Avenue) (Disabled Permit Parking 137773)" by striking: "(signs to be posted at 2905 North New England Avenue)" and inserting: "(signs to be posted at 6850 West George Street)";<br>[O2026-0024842] |

| Alderperson | Location And Permit Number |
|---|---|
| *CLAY*<br>(46th Ward) | Amend ordinance passed December 10, 2025, *Journal of the Proceedings of the City Council of the City of Chicago,* page 36145, which reads: "North Sheridan Road, at 3901 (Disabled Permit Parking 134552)" by inserting: "(signs to be posted at 952 West Sheridan Road)";<br>[O2026-0024663] |
| *SILVERSTEIN*<br>(50th Ward) | Amend ordinance by striking: "North Whipple Street, at 6218 (Disabled Permit Parking 132494)".<br>[O2026-0024177] |

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*Referred* -- ESTABLISHMENT OF 2 PERCENT DISABLED PARKING ON PORTION OF N. CLARK ST.

[O2026-0024840]

Alderperson Conway (34th Ward) presented a proposed ordinance to establish a 2 percent reserved disabled parking tow-away zone on the east side of North Clark Street, between West Calhoun Avenue and West Madison Street, to be in effect from 7:00 A.M. to 4:00 P.M., on Sundays, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- REMOVAL OF 2 PERCENT DISABLED PARKING AT 3151 N. LINCOLN AVE.

[O2026-0024674]

Alderperson Waguespack (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance, which established a 2 percent reserved disabled parking tow-away zone at 3151 North Lincoln Avenue, by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF W. MELROSE ST.

[O2026-0024119]

Alderperson Cardona (31st Ward) presented a proposed ordinance to establish a residential permit parking zone at 4900 -- 4952 and 4901 -- 4950 West Melrose Street (both sides of street), to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- INSTALLATION OF 20 MILE-PER-HOUR SPEED LIMITATION SIGN ON PORTION OF W. WELLINGTON AVE.

[O2026-0024946]

Alderperson Waguespack (32nd Ward) presented a proposed ordinance for the installation of a 20 mile-per-hour speed limitation sign on West Wellington Avenue, from North Leavitt Street to North Racine Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- INSTALLATION OF NO PARKING SIGNS.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to install no parking signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *ROBINSON* (4th Ward) | South Columbus Drive (east and west sides) from East Balbo Drive to East Roosevelt Road -- no parking/stopping/standing -- 11:00 P.M. to 5:00 A.M. -- all days (public benefit); [O2026-0024814] |
| *CHICO* (10th Ward) | South Hoxie Avenue (both sides) from East 135th Street to East 136th Street -- no parking/tow-away zone -- at all times -- all days; [O2026-0024798] |

| Alderperson | Location And Type Of Sign |
|---|---|
| *ERVIN* (28th Ward) | South Hamlin Boulevard (east side) from West Madison Street to West Congress Parkway -- no stopping/standing/parking/tow-away zone; [O2026-0024796] |
| *REILLY* (42nd Ward) | North Beaubien Court (east side) from a point 26 feet north of East Randolph Street to a point 25 feet north thereof -- no parking/ tow-away zone -- at all times -- all days; [O2026-0024940] |
| | East Oak Street (north side) from a point 22 feet west of North Rush Street to a point 61 feet west thereof -- no parking/tow-away zone -- at all times -- all days. [O2026-0024936] |

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*Referred* -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders directing the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *CHICO* (10th Ward) | South Forrestville Avenue and East 132nd Street -- "All-Way Stop"; [O2026-0024176] |

| Alderperson | Location And Type Of Sign |
|---|---|
| *LEE* (11th Ward) | West 23rd Place and South Wentworth Avenue -- "All-Way Stop"; [O2026-0024131] |
| *MOORE* (17th Ward) | West 72nd Street and South Wood Street -- "All-Way Stop"; [O2026-0024661] |
| *MOSLEY* (21st Ward) | West 93rd Street and South Elizabeth Street -- "All-Way Stop"; [Or2026-0024941] |
| *ERVIN* (28th Ward) | West Grenshaw Street and South Throop Street -- "All-Way Stop"; [Or2026-0024794] |
| | West Monroe Street and South Kildare Avenue -- "All-Way Stop"; [Or2026-0024795] |
| *TALIAFERRO* (29th Ward) | North Narragansett Avenue and West Wabansia Avenue -- "All-Way Stop"; [O2026-0024311] |
| *NAPOLITANO* (41st Ward) | West Foster Avenue at North Rose Street -- "Three-Way Stop"; [Or2026-0024938] |
| *GARDINER* (45th Ward) | North Melvina Avenue and West Berwyn Avenue -- "Stop". [O2026-0024651] |

*2. ZONING ORDINANCE AMENDMENTS.*

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*Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

*BY ALDERPERSON MOSLEY* (21st Ward):

To classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-2 Neighborhood Mixed-Use District the area shown on Map Number 30-F bounded by:

West 119th Street; South Eggleston Avenue; the alley next south of and parallel to West 119th Street; and a line 56.58 feet west of and parallel to South Eggleston Avenue (common address: 433 -- 437 West 119th Street).

[O2026-0024907]

*BY ALDERPERSON RODRÍGUEZ* (22nd Ward):

To classify as an RT4 Residential Two-Flat Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 10-L bounded by:

West 46th Street; South Lamon Avenue; West 47th Street; and South Lavergne Avenue (common address: 4640 South Lamon Avenue).

[O2026-0024778]

*BY ALDERPERSON SILVERSTEIN* (50th Ward):

To classify as a B3-2 Community Shopping District instead of a C2-2 Motor-Vehicle Related Commercial District the area shown on Map Number 15-H bounded by:

West Devon Avenue; a line 273.3 feet west of and parallel to North Hoyne Avenue; the alley next south of and parallel to West Devon Avenue; and North Bell Avenue (common address: 2131 -- 2225 West Devon Avenue).

[O2026-0024906]

*3. UNCLASSIFIED MATTERS.*

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERPERSON LA SPATA (1st Ward):**

*Referred* -- CALL ON U.S. CONGRESS TO PASS AND PRESIDENT DONALD TRUMP TO SIGN LIVING WAGE FOR MUSICIANS ACT OF 2025.

[R2026-0024901]

A proposed resolution calling on the United States Congress to pass, and President Trump to sign, the Living Wage for Musicians Act of 2025 which would create a new streaming royalty with the aim to compensate musicians at a minimum of a penny per stream when their music plays on a streaming service, which was *Referred to the Committee on Workforce Development.*

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 1523 W. NORTH AVE.

Also, three proposed orders for the issuance of permits to install signs/signboards at 1523 West North Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard under Permit Number 101080589;

[Or2026-0024653]

one sign/signboard under Permit Number 101080592; and

[Or2026-0024654]

one sign/signboard under Permit Number 101080594.

[Or2026-0024655]

Presented By

**ALDERPERSON ROBINSON (4th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-073 OF MUNICIPAL CODE TO LIMIT MAXIMUM NUMBER OF LAKEFRONT VENDOR LIQUOR LICENSES ISSUED FOR 12TH ST. BEACH AND RAINBOW BEACH TO 2.

[O2026-0024897]

A proposed ordinance to amend Title 4, Chapter 60, Section 073 of the Municipal Code of Chicago by limiting the issuance of Lakefront Vendor Liquor licenses to 2 for 12th Street Beach or Rainbow Beach. Two committees having been called, the Committee on License and Consumer Protection and the Committee on Zoning, Landmarks, and Building Standards, the matter was *Referred to the Committee on Committees and Rules.*

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*Referred* -- INSTALLATION OF PARKING METERS AND AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE CONCERNING OPERATION OF PARKING METERS ON PORTION OF S. COLUMBUS DR.

[O2026-0024722]

Also, a proposed ordinance to direct the Comptroller to install parking meters on both sides of South Columbus Drive, between East Balbo Drive and East Roosevelt Road; and to amend Title 9, Chapter 64, Section 206 of the Municipal Code of Chicago by establishing the hours of operation for the above said parking meters to be from 8:00 A.M. to 10:00 P.M., Mondays through Sundays, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES.

Also, three proposed orders authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for rehabilitation work on the landmark properties at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

3309 South Prairie Avenue -- for construction of new two-and-one-half story, single-family house with attached two-and-one-half car garage and other construction tasks as needed;

[Or2026-0024720]

3311 South Prairie Avenue -- for construction of new two-and-one-half story, single-family house with attached two-and-one-half car garage and other construction tasks as needed; and

[Or2026-0024719]

3313 South Prairie Avenue -- for construction of new two-and-one-half story single-family house with attached two-and-one-half car garage and other construction tasks as needed.

[Or2026-0024721]

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Presented By

**ALDERPERSON CHICO (10th Ward):**

*Referred* -- TRANSFER OF YEAR 2026 FUNDS FROM 10TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0024786]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2026 funds from the 10th Ward 9008 Aldermanic Expense Account to the 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2026, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERPERSON CHICO (10th Ward),**
**ALDERPERSON HOPKINS (2nd Ward),**
**ALDERPESON CURTIS (18th Ward)**
**And OTHERS:**

*Referred* -- CALL FOR HEARING ON STATUS AND REASON FOR DELAYS OF CHICAGO POLICE DEPARTMENT'S PROCUREMENT OF NEW RECORDS MANAGEMENT SYSTEM AND APPROPRIATION FOR PROCURING NEW ACOUSTIC GUNSHOT TECHNOLOGY SYSTEM.

[R2026-0024955]

A proposed resolution, presented by Alderpersons Chico, Hopkins, Curtis, Dowell, Robinson, Mitchell, Harris, Beale, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, O'Shea, Taylor, Mosley, Tabares, Scott, Taliaferro, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Hadden, and Silverstein, calling on the Committee on Public Safety to convene a subject matter

hearing on May 5, 2026 at 10:00 A.M. with the Chief Procurement Officer, Chief Information Officer, the Superintendent of Police (and/or his designee), the Executive Director of the Office of Emergency Management and Communications, the Executive Director of the Office of Public Safety Administration, the Deputy Mayor for Community Safety, and the Chief Strategy Officer/Counsel to the Mayor on the status and causes of delays of the Chicago Police Department's procurement process to obtain a new records management system (Specification Number 1285862) and the appropriation of funds for procuring a new acoustic gunshot technology system (Specification Number 1259216), the specific impacts of the delays on ensuring the Police Department has the resources and technology to promote public safety, and a clear timeline for contract award, implementation, and deployment, which was *Referred to the Committee on Public Safety.*

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Presented By

**ALDERPERSON LEE (11th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4435 -- 4439 S. ASHLAND AVE.

[Or2026-0024167]

A proposed order for the issuance of a permit to install a sign/signboard at 4435 -- 4439 North Ashland Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON LEE (11th Ward),**
**ALDERMAN WAGUESPACK (32nd Ward)**
**And OTHERS:**

*Referred* -- CALL FOR HEARING ON STATUS OF CITY'S PROGRESS IMPLEMENTING EFFICIENCIES AND OTHER PROGRAMMATIC REFORM OPERATIONS IDENTIFIED IN FINANCIAL AND STRATEGIC REFORM OPTIONS REPORT.

[R2026-0024924]

A proposed resolution, presented by Alderpersons Lee, Waguespack, Hopkins, Dowell, Robinson, Hall, Mitchell, Harris, Beale, Chico, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Tabares, Scott, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen,

Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, and Silverstein, calling on the Committee on the Budget and Government Operations to convene a subject matter hearing on May 13, 2026 with the interim Chief Financial Officer, the Budget Director, the Comptroller, the Chief Procurement Officer, the Commissioner of Planning and Development, the Commissioner of Fleet and Facility Management, the Chief Information Officer, and the Corporation Counsel on the status of the city's progress toward implementing various workstreams, including: a comprehensive return-to-work policy for city workers' compensation program; a comprehensive technology assessment to enhance the city's technological operational productivity; identifying and selling large, developable vacant city-owned parcels; establishing a replacement schedule for city-owned vehicles; hiring additional attorneys within the Department of Law to reduce the city's reliance on outside counsel; and implementing plans for each workstream, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERPERSON QUINN (13th Ward):**

*Referred* -- TRANSFER OF YEAR 2026 FUNDS FROM 13TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0024876]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2026 funds from the 13th Ward 0017 Wage Allowance Account to 9008 Aldermanic Expense Account to meet the necessary obligations that have been or may be incurred during Year 2026, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERPERSON QUINN (13th Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF SECTION 6-105-030 OF MUNICIPAL CODE TO EXTEND DATES FOR EMPLOYER ALLOWANCES IN OCCUPATIONS CUSTOMARILY RECEIVING GRATUITIES.

[O2026-0024918]

A proposed ordinance, presented by Alderpersons Quinn, Curtis, O'Shea, Villegas, Nugent, Hopkins, Dowell, Mitchell, Harris, Beale, Chico, Lee, Gutiérrez, Lopez, Coleman,

Moore, Taylor, Tabares, Scott, Cardona, Waguespack, Conway, Mitts, Sposato, Napolitano, Reilly, Knudsen, Lawson, Gardiner, and Silverstein, to amend Title 6, Chapter 105, Section 030 of the Municipal Code of Chicago to extend the timeframes for employer allowances for gratuities as part of employees' hourly wage to: 40 percent of the applicable minimum wage rate until July 1, 2024; 32 percent on and after July 1, 2024, until and including June 30, 2025; 24 percent on and after July 1, 2025, until and including June 30, 2028; 16 percent on and after July 1, 2028, until and including June 30, 2029; 8 percent on and after July 1, 2029, until and including June 30, 2030; and on and after July 1, 2030 an employer shall not be entitled to an allowance for gratuities and shall pay each covered employee no less than the applicable minimum wage rate, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERPERSON LOPEZ (15th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.111 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. ASHLAND AVE.

[O2026-0024913]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 11.111 which restricted the issuance of additional alcoholic liquor licenses on the east side of South Ashland Avenue, from West 43rd Street to West 45th Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* – CALL FOR HEARING ON CHICAGO DEPARTMENT OF TRANSPORTATION'S POLICY TO DISCONTINUE INSTALLATION OF SIGNAGE RELATED TO PEDDLING, LOITERING, SKATEBOARDING ON SIDEWALK AND LITTERING VIOLATIONS.

[R2026-0024914]

Also, a proposed resolution calling on the Committee on Transportation and Public Way to convene a public hearing to discuss the policy of the Department of Transportation to discontinue the installation of signage related to violations such as peddling, loitering, skateboarding, and littering, which was *Referred to the Committee on Public Safety.*

*Referred* -- AMENDMENT OF TITLES 8, 9 AND 10 OF MUNICIPAL CODE REQUINING CHICAGO DEPARTMENT OF TRANSPORTATION TO PRODUCE, INSTALL AND MAINTAIN SIGNAGE RELATED TO VARIOUS PROHIBITIONS.

[O2026-0024917]

Also, a proposed ordinance to amend Titles 8, 9 and 10 of the Municipal Code of Chicago by modifying Sections 8-4-015, 8-4-016, 8-4-017, 8-4-030, 9-40-240, 9-80-095 and 9-80-200 to direct the Chicago Department of Transportation to produce, install and maintain appropriate signage related to the prohibitions of gang loitering, prostitution-related loitering, narcotics-related loitering, drinking in the public ways, use of horns and signal devices, excessive standing of diesel powered vehicles with the engine running and toy vehicles, respectively; and by modifying Section 10-8-530 to direct the Chicago Department of Transportation to establish a $50 penalty fine where no other penalty is specifically provided, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- COMMISSIONER OF TRANSPORTATION DIRECTED TO IMMEDIATELY REINSTATE PRODUCTION OF ALL SIGNS RELATED TO VARIOUS MUNICIPAL CODE VIOLATIONS, PRESENT ANY DECISION TO DISCONTINUE SIGNS 90 DAYS BEFORE ACTION IS TAKEN AND IMMEDIATELY INSTALL OR REPLACE ALL MISSING, DAMAGED OR ORDERED SIGNS WITHIN 180 DAYS.

[Or2026-0024916]

Also, a proposed order directing the Commissioner of the Department of Transportation to immediately reinstate the production of all signs associated with ordinances related to violations for peddling, loitering, skateboarding on sidewalk, and littering; to present any decision to discontinue signs to the City Council 90 days before any action is taken; and to install or replace all missing, damaged, or ordered signs within 180 days, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE BY MODIFYING SECTION 2-56-030 AND ADDING NEW SECTION 2-152-165 TO PROHIBIT CITY OR SISTER AGENCY OFFICERS, CONTRACTORS AND EMPLOYEES FROM ACTIVELY PARTICIPATING IN EXTREMIST ACTIVITY.

[O2026-0024956]

Also, a proposed ordinance to amend Title 2 of the Municipal Code of Chicago by modifying Section 2-56-030 and adding new Section 2-152-165 to prohibit any city officer, contractor,

employee, sister agency employee or contractor from participating in any extremist activities (defined as advocating, engaging in, or supporting the overthrow or altering of any government of the United States by violence, unconstitutional or other unlawful means, including treason, sedition, insurrection, rebellion, or related offenses); to direct the Commissioner of Human Resources to issue updated personnel rules to implement this section and to develop and regularly update a list of organizations engaging in extremist activity; and to direct any complaints of violation to the Inspector General, which was *Referred to the Committee on Workforce Development.*

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Presented By

**ALDERPERSON LOPEZ (15th Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF ORDINANCE AUTHORIZING ISSUANCE OF GENERAL OBLIGATION AND/OR SALES TAX SECURITIZATION CORPORATION BONDS FOR AFFORDABLE HOUSING PROGRAMS TO INCLUDE FINANCING HOME REPAIR PROGRAM IN AMOUNT OF 2.5% OF BONDS ISSUED.

[O2026-0024921]

A proposed ordinance, presented by Alderpersons Lopez, Hall, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Taylor, Mosley, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Gardiner, Manaa-Hoppenworth, Hadden, and Silverstein, to amend Section 2.2 of previously passed ordinance SO2024-0007838, which authorized the issuance of general obligation and/or sales tax securitization corporation bonds for affordable housing programs, by authorizing the bonds to be used for financing the Home Repair Program administered by the Mayor's Office for People with Disabilities in the amount of two and half percent (2.5%), which was *Referred to the Committee on Finance.*

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*Referred* -- AMENDMENT OF SECTION 18-29-309 OF MUNICIPAL CODE TO REQUIRE ALL PLUMBING SYSTEMS ERECTED IN CITY OF CHICAGO TO INCLUDE BACKFLOW MITIGATION VALVE.

[O2026-0024920]

Also, a proposed ordinance, presented by Alderpersons Lopez, Hopkins, Dowell, Mitchell, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Curtis, Taylor, Mosley, Tabares, Scott,

Burnett, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Gardiner, Hadden, and Silverstein, to amend Title 18, Chapter 29, Section 309 of the Municipal Code of Chicago to require that the plumbing systems in all structures erected in the city be constructed with a Backflow Mitigation Valve in the plumbing system to prevent the reverse flow of sewage, stormwater, or potable water into private property, which was *Referred to the Committee on Zoning, Landmarks andBuilding Standards.*

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Presented By

**ALDERPERSON CURTIS (18th Ward):**

*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

8800 -- 8858 South Ashland Avenue -- to be known as "Devontae 'Kool' Barton"; and
[O2026-0024763]

2701 -- 2799 West 79th Street -- to be known as "Matthew J. Thomas".
[O2026-0024736]

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Presented By

**ALDERPERSON O'SHEA (19th Ward):**

*Referred* -- EXEMPTION OF 10338 S WESTERN LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.
[O2026-0024175]

A proposed ordinance to exempt 10338 S Western LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 10338 South Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. 45TH ST. AS "LULA SIMMONS WAY".

[O2026-0024802]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West 45th Street, from South Cicero Avenue to South La Crosse Avenue, as "Lula Simmons Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON TABARES (23rd Ward):**

*Referred* -- EXEMPTION OF ZUNIGA AUTO REPAIR, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024121]

A proposed ordinance to exempt Zuniga Auto Repair, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5317 South Archer Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5124 S. PULASKI RD.

[Or2026-0024612]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 5124 South Pulaski Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON SIGCHO-LOPEZ (25th Ward):**

*Referred* -- EXEMPTION OF FERNANDO ALVARADO, DOING BUSINESS AS MIDWEST FOREIGN & DOMESTIC AUTO, FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024896]

A proposed ordinance to exempt Fernando Alvarado, doing business as Midwest Foreign & Domestic Auto, from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2331 -- 2347 West 18th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- STANDARDIZATION OF PORTION OF S. ALLPORT ST. AS "HONORARY RIGOBERTO 'MR. G' GONZALEZ WAY".

[O2026-0024888]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Allport Street, from West 18th Street to West 19th Street, as "Honorary Rigoberto 'Mr. G' Gonzalez Way", which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2309 S. LOOMIS ST.

[Or2026-0024890]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2309 South Loomis Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON SIGCHO-LOPEZ (25th Ward), ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward) And ALDERPERSON QUEZADA (35th Ward):**

*Referred* -- CALL ON U.S. DEPARTMENT OF HOMELAND SECURITY AND U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT TO IMMEDIATELY RELEASE SALAH SARSOUR AND TO ENSURE SAFEGUARDING OF IMMIGRANT RIGHTS.

[R2026-0024891]

A proposed resolution condemning the arrest of Salah Sarsour by the United States Immigration and Customs Enforcement (ICE); call on the United States Department of Homeland Security and ICE to immediately release Salah Sarsour from detention, ensure his case is handled with full transparency and due process, protect all individuals respect and protect constitutional and civil rights, and refrain from actions that may be perceived as targeting individuals based on their identity, background, or protected speech; call on policymakers, legal institutions, and advocacy organizations to safeguard the rights of immigrants; and further, call on the Illinois Congressional delegation to seek immediate clarification regarding Sarsour's case, exercise oversight to ensure accountability, and advocate for the protection of civil liberties and due process for all residents, which was *Referred to the Committee on Health and Human Relations.*

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Presented By

**ALDERPERSON BURNETT (27th Ward):**

*Referred* -- EXEMPTION OF ZSD WASHINGTON LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024898]

A proposed ordinance to exempt ZSD Washington LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1282 West Washington Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 949 N. ELSTON AVE.

Also, three proposed orders for the issuance of permits to install signs/signboards at 949 North Elston Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard under Permit Number 101080458;

[Or2026-0024880]

one sign/signboard under Permit Number 101080463; and

[Or2026-0024879]

one sign/signboard under Permit Number 101080465.

[Or2026-0024881]

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Presented By

**ALDERPERSON ERVIN (28th Ward):**

*Referred* -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING SECTION 17-3-0207 TO DISALLOW ISSUANCE OF PERMITS FOR GAS STATIONS IN SPECIFIED ZONING DISTRICTS AND BY MODIFYING SECTION 17-9-0109 TO PROHIBIT NEW GAS STATIONS WITHIN CERTAIN RS ZONING DISTRICTS.

[O2026-0024923]

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying Section 17-3-0207 to disallow issuance of permits for gas stations in B3, C1 and C2 Zoning Districts; and by modifying Section 17-9-0109 by adding subsection 17-9-0109-H, to prohibit new gas station use if such location is within 1,000 feet of an existing gas station, and subsection 17-9-0109-I, to prohibit new gas stations located on the same block face as a lot zoned RS1, RS2 or RS3, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2322 -- 2324 W. TAYLOR ST.

[Or2026-0024797]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2322 -- 2324 West Taylor Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON TALIAFERRO (29th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 29.95 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. CHICAGO AVE.

[O2026-0024480]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 29.95 which restricted the issuance of additional package goods licenses on West Chicago Avenue, from North Waller Avenue to North Austin Boulevard, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- DEDICATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY W. CONGRESS PKWY., S. LOTUS AVE., W. HARRISON ST. AND S. LOCKWOOD AVE.

[O2026-0024644]

Also, a proposed ordinance authorizing a dedication of a north/south 18-foot-wide strip of land being the east 18 feet of the south 156.50 feet of Lot 112 lying south of the south line of West Congress Parkway in School Trustee's Subdivision, together with a north/south 18-foot-wide strip of land being the west 18 feet of Lot 28 in Davis and Son's Subdivision of Lots 113 and 114 in the School Trustee's Subdivision within the area bounded by West Congress Parkway, South Lotus Avenue, West Harrison Street, and South Lockwood Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- EXEMPTION OF MIKHLIN AUTO GROUP LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024927]

Also, a proposed ordinance to exempt Mikhlin Auto Group LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7517 West Belmont Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2859 N. HARLEM AVE.

[Or2026-0024665]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2859 North Harlem Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON CARDONA (31st Ward):**

*Referred* -- TRANSFER OF YEAR 2026 FUNDS FROM 31ST WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2026-0024173]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2026 funds from the 31st Ward 9008 Aldermanic Expense Account to the 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2026, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward)**
**And OTHERS:**

*Referred* -- EXPRESSION OF SUPPORT FOR PASSAGE OF ILLINOIS HOUSE BILL 2929 AMENDING THE SUBSTANCE USE DISORDER ACT AND CALL ON ILLINOIS GENERAL ASSEMBLY.

[R2026-0024919]

A proposed resolution, presented by Alderpersons Rodríguez-Sánchez, Mayor Brandon Johnson, and Alderpersons Fuentes, Dowell, Robinson, Lee, Ramirez, Gutiérrez, Taylor, Rodríguez, Scott, Sigcho-López, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, and Hadden, expressing the Chicago City Council's support for Illinois Representative La Shawn Ford's House Bill 2929 that amends the Substance Use Disorder Act to authorize and fund the Overdose Prevention Sites in the State of Illinois; and to call on the Illinois General Assembly to swiftly pass this legislation, which was *Referred to the Committee on Health and Human Relations.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward):**

*Referred* -- CALL FOR HEARING ON CITY PROCESS AND PROCEDURES FOR REVIEWING AND APPROVING APPLICATIONS FOR TAX INCREMENT FINANCE FUNDING.

[R2026-0024841]

A proposed resolution calling on the Committee on Finance to convene a subject matter hearing regarding the city's current process and procedures for reviewing and approving applications for Tax Increment Finance (TIF) funding, including the relevant city officials making such decisions, the criteria used to make such decisions, and a list of all applications received but not submitted for approval since May 1, 2023, which was *Referred to the Committee on Finance.*

Presented By

**ALDERPERSON VILLEGAS (36th Ward),
ALDERPERSON TALIAFERRO (29th Ward) And
ALDERPERSON CONWAY (34th Ward):**

*Referred* -- COMMISSIONERS OF DEPARTMENT OF PLANNING AND DEVELOPMENT AND THE DEPARTMENT OF HOUSING DIRECTED TO ENCOURAGE GOAL OF 3 PERCENT VETERAN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN EACH CITY FINANCING OR DISCRETIONARY APPROVAL THAT INCLUDES MBE/WBE PARTICIPATION GOALS.

[O2026-0024839]

A proposed ordinance directing the Commissioner of the Department of Planning and Development and the Commissioner of the Department of Housing to encourage a goal of 3 percent veteran-owned business enterprises in each planned development, contract, redevelopment agreement, loan agreement, or other form of city financing or city discretionary approval that includes participation goals for minority- and women-owned business enterprises, which was *Referred to the Committee on Contracting Oversight and Equity.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward)
And OTHERS:**

*Referred* -- CALL FOR HEARING TO EXAMINE IMPACT OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROPOSED MIXED-STATUS FAMILY RULE CHANGE ON VULNERABLE CHICAGO RESIDENTS.

[R2026-0024911]

A proposed resolution, presented by Alderpersons Villegas, Ramirez, Gutiérrez, Rodríguez, Sigcho-Lopez, Fuentes, Cardona, Rodríguez-Sánchez, and Quezada, calling on the Committee on Housing and Real Estate to convene a subject matter hearing to examine the impact of the United States Department of Housing and Urban Development's proposed mixed-status family rule change on vulnerable Chicago residents, including their ability to access affordable housing and the risks of family separation, which was *Referred to the Committee on Housing and Real Estate.*

Presented By

**ALDERPERSON SPOSATO (38th Ward):**

*Referred* -- EXEMPTION OF 5900 W. IRVING PARK RD. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024789]

A proposed ordinance to exempt 5900 West Irving Park Road from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5900 West Irving Park Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

4200 block of North Narragansett Avenue, from West Berteau Avenue, north to 4225 North Narragansett Avenue -- to be known as "Honorary Krzysztof Arsenowicz Way"; and

[O2026-0024792]

3200 block of North Opal Avenue, from West Belmont Avenue to West School Street -- to be known as "Honoray Sgt. Tom Eichler USMC CPD Way".

[O2026-0024793]

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Presented By

**ALDERPERSON VASQUEZ (40th Ward):**

*Referred* -- CALL ON COMMISSIONER OF HUMAN RESOURCES TO REJECT OR DISQUALIFY APPLICANTS FOR CITY EMPLOYMENT WHO VIOLATED LAWS IN CONDUCTING DUTIES OF IMMIGRATION ENFORCEMENT OR DETENTION AS FEDERAL AGENT OR CONTRACTOR.

[R2026-0024900]

A proposed resolution calling on the Commissioner of Human Resources to reject or disqualify any applicant for city employment who has violated federal, state and local laws in

conducting their duties of immigration enforcement or detention as a federal agent or contractor for the United States federal government engaging in any act of conduct prohibited under state or federal law, which was *Referred to the Committee on Workforce Development.*

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Presented By

**ALDERPERSON VASQUEZ (40th Ward) And ALDERPERSON LEE (11th Ward):**

*Referred* -- COMMENDATION OF CHINESE MUTUAL AID ASSOCIATION FOR 45 YEARS OF SERVICE.

[R2026-0024899]

A proposed resolution commending the Chinese Mutual Aid Association on the achievements and contributions they have made to the City of Chicago over their 45 years of service, which was *Referred to the Committee on Health and Human Relations.*

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Presented By

**ALDERPERSON VASQUEZ (40th Ward) And OTHERS:**

*Referred* -- EXPRESSION OF SUPPORT FOR POPE LEO XIV AND HIS CALL FOR COMPASSION, DIGNITY, JUSTICE AND PEACE.

[R2026-0024903]

A proposed resolution, presented by Alderpersons Vasquez, Gutiérrez, Rodríguez, Cruz, Rodríguez-Sánchez, Quezada, and Reilly, expressing support for Pope Leo XIV and his call for compassion, dignity, justice and peace, which was *Referred to the Committee on Health and Human Relations.*

Presented By

**ALDERPERSON NAPOLITANO (41st Ward):**

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 11601 W. TOUHY AVE.

Two proposed orders for the issuance of permits to install signs/signboards at 11601 West Touhy Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard under Permit Number 101072628; and

[Or2026-0024887]

one sign/signboard under Permit Number 101072632.

[Or2026-0024886]

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Presented By

**ALDERPERSON REILLY (42nd Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 42.178 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF E. ERIE ST. AND E. ONTARIO ST.

[O2026-0024893]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsection 42.178 to disallow the issuance of additional alcoholic liquor licenses on the south side of East Erie Street, from North Rush Street to North Michigan Avenue; and on the north side of East Ontario Street, from North Rush Street to North Michigan Avenue, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 42.605 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. STATE ST. AND E. HURON ST.

[O2026-0024894]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 42.605 to disallow the issuance of additional package goods licenses on the west side of North State Street, from East Superior Street to East Huron Street; and on the north side of East Huron Street, from North State Street to North Dearborn Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- EXEMPTION OF LAZ PARKING FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024895]

Also, a proposed ordinance to exempt LAZ Parking from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 220 West Illinois Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1000 N. RUSH ST.

[Or2026-0024788]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1000 North Rush Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON KNUDSEN (43rd Ward):**

*Referred* -- AMENDMENT OF SECTION 17-9-0111.5 OF MUNICIPAL CODE TO INCLUDE RELIGIOUS ASSEMBLY IN NON-ACCESSORY PARKING RESTICTIONS IN RT4 AND HIGHER ZONING DISTRICTS.

[O2026-0024882]

A proposed ordinance to amend Title 17, Chapter 9, Section 0111.5 of the Municipal Code of Chicago to allow non-accessory parking in RT4 and higher R Zoning Districts on religious assembly grounds only when the religious assembly is not performing religious services, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON LAWSON (44th Ward):**

*Referred* -- EXEMPTION OF WRIGLEY BASEBALL CLUB LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2026-0024779]

A proposed ordinance to exempt Wrigley Baseball Club LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3631 North Sheffield Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON GARDINER (45th Ward):**

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Daniel Weissbluth, doing business as Weissbluth Pediatrics -- 4508 North Milwaukee Avenue; and

[O2026-0024278]

Miguel Ortiz, doing business as Little Monarchs Academy -- 5645 -- 5647 North Milwaukee Avenue.

[O2026-0024273]

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Presented By

**ALDERPERSON MANAA-HOPPENWORTH (48th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5257 N. CLARK ST.

[Or2026-0024613]

A proposed order for the issuance of a permit to install a sign/signboard at 5257 North Clark Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON HADDEN (49th Ward):**

*Referred* -- CALL FOR HEARING TO PROVIDE INSIGHTS AND RECOMMENDATIONS FOR FLEXIBLE HOUSING POOL PROGRAM.

[R2026-0024883]

A proposed resolution calling on the Committee on Housing and Real Estate to convene a hearing to provide insights and recommendations for the Flexible Housing Pool program, a supportive housing program that provides rental subsidies and intensive services to help people get housed quickly, remain stably housed, and access healthcare services and other resources, which was *Referred to the Committee on Housing and Real Estate.*

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Presented By

**ALDERPERSON SILVERSTEIN (50th Ward):**

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 6341 North McCormick Boulevard -- Permit Number 101081839;

[Or2026-0024850]

one sign/signboard at 6341 North McCormick Boulevard -- Permit Number 101081840;

[Or2026-0024851]

one sign/signboard at 6341 North McCormick Boulevard -- Permit Number 101081844; and

[Or2026-0024877]

one sign/signboard at 5943 North Lincoln Avenue -- Permit Number 101077078.

[Or2026-0024808]

## *APPROVAL OF JOURNAL OF PROCEEDINGS.*

JOURNAL (March 18, 2026)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, March 18, 2026 at 10:00 A.M., signed by her as such City Clerk.

Alderperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## *UNFINISHED BUSINESS.*

AMENDMENT OF SECTION 4-156-962 OF MUNICIPAL CODE BY MODIFYING LICENSE REQUIREMENTS REGARDING LAWFUL SPORTS WAGERING.

[O2026-0022510]

On motion of Alderperson Ervin, the City Council took up for consideration the report of the Committee on License and Consumer Protection deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 18, 2026, page 41592, recommending that the City Council pass the proposed ordinance printed on page 41593 amending Municipal Code Section 4-156-962 by modifying license requirements regarding lawful sports wagering.

On motion of Alderperson Ervin, the said proposed ordinance was *Passed* by a viva voce vote.

Alderperson Ervin moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-156-962 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

4-156-962 License required.

It shall be unlawful for any person to conduct sports wagering ~~at a physical location~~ in the City ~~of Chicago~~, including at a physical location, or through the internet, ~~related mobile sports wagering permitted under the Sports Wagering Act as a result of such person being physically located in~~ with a patron present in the City ~~of Chicago~~ at the time of placing a wager, unless such person: (1) is an owners licensee, organization licensee, sports facility or its designee, or a management services provider of such person, and (2) holds all necessary licenses under the Sports Wagering Act, and (3) holds valid City licenses including a primary sports license and, if applicable, necessary secondary sports licenses.

SECTION 2. The changes effected by Section 1 of this amendatory ordinance are intended to clarify, rather than to change, existing law, as amended by Article VIII of the 2026 Substitute Revenue Ordinance, bearing City Clerk reference number SO2025-0021719, as passed by the City Council on December 19, 2025.

SECTION 3. This ordinance shall be in full force and effect following due passage and approval, and shall be retroactive to January 1, 2026.

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## *MISCELLANEOUS BUSINESS.*

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*Committee Discharged* -- AMENDMENT OF CHAPTER 2-44 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-44-170 REGARDING REQUIREMENTS FOR LOW INCOME HOUSING TAX CREDIT ALLOCATION PLANS.

[O2025-0017573]

Alderperson Martin moved to *Discharge* the Committee on Committees and Rules from further consideration of an ordinance amending Municipal Code Chapter 2-44 by adding new Section 2-44-170 regarding requirements for Low Income Housing Tax Credit Allocation plans. The motion *Prevailed* by a viva voce vote.

Alderperson Martin then moved to re-refer the proposed ordinance to the Committee on Housing and Real Estate.

The motion to *Re-Refer* the said proposed ordinance to the Committee on Housing and Real Estate *Prevailed* by a viva voce vote.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

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*Committee Discharged* -- AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM TO APPOINT NEW CHAIRS TO COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT AND COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

[SR2026-0022537]

Alderperson Conway moved to *Discharge* the Committee on Committees and Rules from further consideration of a resolution amending the City Council Rules of Order and Procedure for the 2023 -- 2027 term to appoint new chair and vice-chairs to the Committee on Zoning, Landmarks and Building Standards. The motion *Prevailed* by a viva voce vote.

Alderperson Coleman moved to substitute for the resolution discharged from committee.

Alderperson Hadden moved to lay on the table Alderperson Coleman's motion to substitute.

The clerk called the roll and the motion to lay on the table Alderperson Coleman's motion to substitute was lost by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Robinson, Hall, Chico, Lee, Ramirez, Gutiérrez, Moore, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Cruz, Rodríguez-Sánchez, Conway, Quezada, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 23.

*Nays* -- Alderpersons Hopkins, Dowell, Mitchell, Harris, Beale, Quinn, Lopez, Coleman, Curtis, O'Shea, Mosley, Tabares, Scott, Ervin, Taliaferro, Cardona, Waguespack, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 25.

Alderperson Coleman then renewed the motion to substitute.

The clerk then called the roll and the motion to substitute *Prevailed* by yeas and nays as follows:

*Yeas* -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Ramirez, Quinn, Lopez, Coleman, Curtis, O'Shea, Mosley, Tabares, Scott, Ervin, Taliaferro, Cardona, Waguespack, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Gardiner -- 27.

*Nays* -- Alderpersons La Spata, Robinson, Hall, Lee, Gutiérrez, Moore, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Cruz, Rodríguez-Sánchez, Conway, Quezada, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth -- 20.

Thereupon, on motion of Alderperson Lopez, the proposed substitute resolution was *Adopted* by a viva voce vote.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

*Be It Resolved by the City Council of the City of Chicago:*

The resolution identifying the Chairmen, Vice-Chairmen, and members of standing committees of the City Council of the City of Chicago for the 2023 -- 2027 term is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

(Omitted text is unaffected by this resolution.)

5. Committee on Economic, Capital, and Technology Development

Curtis ~~Villegas~~ (Chair), Mosley (Vice-Chair), La Spata, Hall, Mitchell, Chico, Lee, Gutierrez, Lopez, Tabares, Cruz, Cardona, Waguespack, Mitts, Napolitano, Reilly, Manaa-Hoppenworth.

(Omitted text is unaffected by this resolution.)

20. Zoning, Landmarks and Building Standards

Villegas ~~*Vacant*~~ (Chair), Lawson (Vice-Chair), La Spata, Hopkins, Dowell, Hall, Harris, Beale, Ramirez, Moore, Mosley, Sigcho-Lopez, Fuentes, Burnett, Cruz, Conway, Quezada, ~~Villegas,~~ Reilly, Knudsen, Clay.

## VISITORS AND ACKNOWLEDGEMENTS.

The following individuals were in attendance and recognized by the City Council:

Mayor Johnson acknowledged the following guests in attendance in support of a resolution honoring Arab American Heritage Month: Abla Ayesh, counselor at Hancock (CPS); Ahmad Elkhatib, Justice Coalition Board; Hatem Abudayyeh, Arab American Action Network; Rima Sweiss, RS Strategies; Rush Darwish, president of Arab American Business and Professional Association; Salman Aftab, AMVOTE; American Middle East Voters Alliance; Samir Khalil; Abder Ghouleh; and Amani Ghouleh;

Mayor Johnson acknowledged the following guests in attendance in support of a resolution honoring Earth Day: Angela Tova, Commissioner of the Department of Environment; Crystal Gardner, Westside Environmental Justice Alliance; Gina Ramirez, Natural Resources Defense Council; Iyana Simba, Illinois Environmental Council; Jessica Fong, Openlands; Kendrick Hall, People for Community Recovery; Lauren Robinson, executive director of the Lincoln Park Conservancy; Lesley Showers, Institute for Cultural Affairs; Olga Bautista, Southeast Environmental Taskforce; Penelope Gibbons, founder of Trash People Chicago; and Zitlalli Paez, Pilsen Environmental Rights and Reform Organization;

Mayor Johnson acknowledged Seraj Zerhouni, from the LaSalle II Magnet School on winning the Chicago Public Schools' Citywide Spelling Bee Championship, accompanied by Anna Lusero, mother; Hicham Zerhouni, father; and Lauren Albani, principal of LaSalle II Magnet Elementary School;

Mayor Johnson acknowledged students from De La Salle Institute on their visit to City Hall;

Mayor Johnson acknowledged the John Marshall High School boys' basketball team on winning the Illinois championship: student athletes: Jayce Jones; Edward Humes; Rayvon Myles; Semere Williams; Demere Wyatt; Terrence Perry; Amari Kennedy; Antonio Archer; Quinton Gibson; Khalil Saleh; Darrin Laye; Amari Cornell; Tyrese Matthews; coaches: Darrin Laye; Adonis Griffin; Theo Owens; Arsiris Doyle; Edward Humes III; Steven Smith; and Albert Sharp;

Mayor Johnson acknowledged the Farragut Career Academy boys' basketball team on their successful 2026 season: Virag Nanavati, principal; Deani Jordan, assistant principal; Jeff Heredia, assistant principal; Emmanuel Little, head coach; Ron Eskridge, assistant coach; William Nelson, athletic director; Amiah Varnado, team manager; Sade Humphrey, AD assistant; Latrell Kelley, player; Lazavion Kelley, player; Kavonte Stewart, player; Delonte Cook, player; Tarez Terrell, player; DeAngelo Embry, player; Christian Williams, player; Quomarion Temples, player; Kameron Murray, player; DeParis Embry, player; and Devon LaRosa, Network Chief;

Mayor Johnson acknowledged the following students and representatives of St. John de LaSalle Catholic Academy: Seargent Jamal Whitlock; students: Destin Cole; Riley Collins; Aniyah Davis; Hykine Henderson; Blake Henley; Zita Iwuchukwu; Amia Higgs; Nia Parker; Jaeci Jackson; Renae Russel; Cameron Jefferson; Treyalan Smith; Jaci Kent; Regan Walker; Joslyn Kent; Camille Williams; Angelina Kouame; Jocelyn Yarbrough; Jabari Laster-Burks; Michael McGee; Destin Minor; Tayana Morris; Davion Nichols; and Shediah Taylor;

Alderperson Robinson acknowledged the following representatives of the Mayor Harold Washington Legacy Committee in attendance in recognition of April 15th as "Harold Washington Day": Dr. Barbara Norman; Loisteen Walker; Sandra Hall; Leah Tran-Williams; Cecilia Ice-Mayes; and Maggie West;

Alderperson Lee acknowledged the following guests in attendance celebrating Sikh American Heritage Month: Rajinder Singh Mago; Sarwan Singh Raju; Harinder Singh; Sukhwant Singh Khanuja; Dr. Navneet Kaur Bhasin; Dilpreet Kaur; Navjot Kaur; Kamaljit K. Singh; and Juginder Kaur;

Alderperson Rodríguez acknowledged Carl Rosen, former president of United Electrical, Radio & Machine Workers of America, accompanied by: Josie Yanguas, wife, chairperson of the Illinois Advisory Council for Bilingual Education; and Lupe Lozano, friend, Little Village community leader;

Alderperson Rodríguez also acknowledged guests in attendance for Fraud Prevention Month: Alvaro Obregon, associate state director, AARP Illinois; and Courtney Hedderman, senior associate state director, AARP Illinois;

Alderperson Sigcho-Lopez acknowledged and thanked Juan Covarrubias, retiring after 20 years of service with the Chicago Fire Department, accompanied by Esmeralda Covarrubias, wife;

Alderperson Burnett and Alderperson Nugent acknowledged the following guests in attendance celebrating Walter Payton College Prep on their IHSA state victory in the Scholastic Bowl: Walter Payton staff: Fareeda Shabazz-Anderson; Mark Taylor; students: Kieran Blake; Mandy Dantz; Ben Hesser; Siddharth Krishnan; Simra Kuchay; Grant Liu; Connolly Nugent; Hector Rodriguez; Caleb Tang; Elena Whitford; Beatriz Whitford-Rodriguez; Aaron Zhang; chaperones/family members: Jacqueline Hoffman Blake; Andrea Hesser; Jeffrey Hesser; Shafi Kuchay; Yan Liu; Yonglin Liu; Fozia Mir; Rosa Matilde; Navas Pietri; Ana B. Rodriguez Navas; Rory Nugent; Faith Tang; Scott Tang; Venkatakrishnan Venkatesan Natarajan; and Benjamin David Whitford;

Alderperson Vasquez acknowledged Joe Sass, a retiring community crossing guard for Jamieson Elementary School, accompanied by Ceridwen Sass, daughter; and Prairie Markussen, wife;

Alderperson Lopez acknowledged and welcomed Tommy Roland, a 25th Ward intern and foreign exchange student from the United Kingdom;

Kenya Merritt, newly appointed Commissioner of the Department of Cultural Affairs and Special Events (DCASE), accompanied by David Wells, partner; Tahira Baig, Deputy of Finance & Development, DCASE; and Frayne Lewis, Deputy of Programming, DCASE.

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**Time Fixed For Next Succeeding Regular Meeting.**

[O2026-0024954]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, May 20, 2026, at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

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

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

**Adjournment.**

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 20, 2026, at 10:00 A.M., in the Council Chamber in City Hall.

ANDREA M. VALENCIA,
*City Clerk.*